

**CITY OF MONTCLAIR
AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
MONTCLAIR HOUSING CORPORATION, AND
MONTCLAIR HOUSING AUTHORITY MEETINGS**

To be held in the Council Chambers
5111 Benito Street, Montclair, California

June 16, 2014

7:00 p.m.

As a courtesy please silence your cell phones and other electronic devices while the meeting is in session. Thank you.

The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

- I. CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

- A. Announcement of Eagle Scout Project at Saratoga Park by Candidate Kevin Neuer

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. Consider Adoption of Resolution No. 13-2996 Amending the Land Use Element of the General Plan [CC]

First Reading - Consider Adoption of Ordinance No. 13-935 Amending Chapters 11.22 and 11.78 and Repealing Chapter 11.90 of the Montclair Municipal Code Related to Development Standards and Requirements in the R-3 (Residential Medium-High Density) Zoning District [CC]

5

VIII. CONSENT CALENDAR

- A. Approval of Minutes

- 1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of June 2, 2014 [CC/SA/MHC/MHA]

- B. Administrative Reports

- 1. Consider Receiving and Filing of Treasurer's Report[CC] 28
- 2. Consider Approval of Warrant Register and Payroll Documentation [CC] 29
- 3. Consider Receiving and Filing of Treasurer's Report [SA] 30
- 4. Consider Approval of Warrant Register [SA] 31
- 5. Consider Receiving and Filing of Treasurer's Report [MHC] 32
- 6. Consider Approval of Warrant Register [MHC] 33
- 7. Consider Receiving and Filing of Treasurer's Report [MHA] 34
- 8. Consider Approval of Warrant Register [MHA] 35
- 9. Consider Rejecting All Bids Received for the Sunrise Park Block Wall Replacement Project and Authorizing Staff to Readvertise the Project [CC] 36

- C. Agreements

- 1. Consider Approval of Agreement No. 14-35-I-91, an Irrevocable Annexation Agreement With Maglecideth M. Hernandez and Michael G. Hernandez for 4029 Grand Avenue (Assessor's Parcel No. 1001-031-05) [CC] 38
- 2. Consider Approval of Agreement No. 14-38 With Ontario-Montclair School District to Provide After-School Programs [CC] 45
- 3. Consider Approval of Agreement No. 14-40 With the Montclair Chamber of Commerce to Promote Local Economic Development [CC] 56

	<u>Page No.</u>
4. Consider Approval of Agreement No. 14-41 With the County of San Bernardino for Access to the Sheriff's Automated Systems [CC]	63
5. Consider Approval of Agreement No. 14-42 With CONFIRE for Dispatch and Communications Services [CC]	73
6. Consider Approval of Agreement No. 14-43, a Memorandum of Understanding Between the City of Montclair and San Bernardino Public Employees Association [CC]	90
7. Consider Approval of Agreement No. 14-44 With Chaffey Joint Union High School District for Law Enforcement Services During Fiscal Year 2014-15 [CC]	92
8. Consider Approval of Agreement No. 14-45 With San Bernardino County for Use of Weapons Firing Range and Live Fire House [CC]	96
9. Consider Approval of Agreement No. 14-46 With San Bernardino County Department of Aging and Adult Services to Provide a Senior Citizen Nutrition Program [CC]	107
 D. Resolutions	
1. Consider Adoption of Resolution No. 14-3030 Authorizing Approval of the Change in Population in San Bernardino County During 2013 for the Purpose of Calculating the Gann Spending Limit for Fiscal Year 2014-15 [CC]	115
2. Consider Adoption of Resolution No. 14-3031 Authorizing the Change in California Per Capita Personal Income as the Cost-of-Living Factor for Use in Calculating the Gann Spending Limit for Fiscal Year 2013-14 and Adoption of the Percentage Change in California Per Capita Personal Income During Calendar Year 2013 as the Change in the Cost-of-Living Factor for Fiscal Year 2013-14 for Use in Calculating the Gann Spending Limit for Fiscal Year 2014-15 [CC]	117
3. Consider Adoption of Resolution No. 14-3032 Establishing an Appropriations Limit for Fiscal Year 2014-15 Pursuant to Article 13-B of the California Constitution and Section 7910 of the Government Code [CC]	121
4. Consider Adoption of Resolution No. 14-3034 Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 4, 2014, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Related to General Law Cities [CC]	
Consider Adoption of Resolution No. 14-3035 Adopting the Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to Be Held on Tuesday, November 4, 2014 [CC]	
Consider Adoption of Resolution No. 14-3036 Requesting the Board of Supervisors of the County of San Bernardino to Consolidate a General Municipal Election to Be Held on Tuesday, November 4, 2014, With the Statewide General Election to Be Held on the Date Pursuant to Section 10403 of the California Elections Code [CC]	125
5. Consider Adoption of Resolution No. 14-3037 Determining the Status of Local Safety Employee Kenneth Roland Pollich [CC]	133

- 6. Consider Adoption of Resolution No. 14-3038 Adopting the City of Montclair Fiscal Year 2014-15 Annual Budget [CC] 137
- 7. Consider Montclair Housing Corporation Board of Directors' Adoption of Resolution No. 14-03 Adopting the Montclair Housing Corporation Fiscal Year 2014-15 Annual Budget [MHC] 140

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

- 1. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Organizations: Management
 Montclair City Confidential Employees Assn.
 Montclair Fire Fighters Association
 Montclair Police Officers Association
 San Bernardino Public Employees Assn.

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/SA/MHC/MHA Board

E. Committee Meeting Minutes *(for informational purposes only)*

- 1. Minutes of the Personnel Committee Meeting of June 2, 2014 142

XII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

(At this time, the City Council will meet in Closed Session regarding labor relations.)

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Monday, July 7, 2014, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Andrea Phillips, Acting Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on June 12, 2014.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 13-2996 AMENDING THE LAND USE ELEMENT OF THE GENERAL PLAN	DATE: June 16, 2014
CONSIDER ADOPTION OF ORDINANCE NO. 13-935 AMENDING CHAPTERS 11.22 AND 11.78 AND REPEALING CHAPTER 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIREMENTS IN THE R-3 (RESIDENTIAL MEDIUM-HIGH DENSITY) ZONING DISTRICT	SECTION: PUBLIC HEARINGS
	ITEM NO.: A
	FILE I.D.: GPL250
	DEPT.: COMMUNITY DEV.

FIRST READING

REASON FOR CONSIDERATION: Amendments to the General Plan and Municipal Code require public hearing review and approval by the City Council.

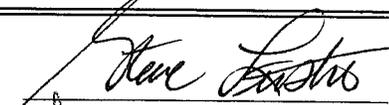
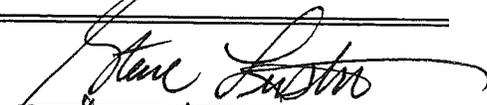
BACKGROUND: On February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Actions being addressed by this agenda item include the following:

Policy Action 3.7 requires staff to "examine the existing (minimum) unit size requirements and amend the City's Zoning Code, as appropriate, to ensure unit size thresholds do not constrain the provision of affordable housing;"

Policy Action 3.9 states, "To ensure the City's parking requirements are not a constraint to residential development, especially new housing units affordable to lower and moderate income households, the City shall review the existing parking requirements, particularly the two-space 'garage' multi-family requirement, and revise the requirements, as appropriate;" and

Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning are such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate."

The Land Use Element of the General Plan, adopted in 1999, identifies the following four residential land use types:

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

"Residential—Very Low Density Single-Family (0-2 units per acre)"
"Residential—Low Density Single-Family (3-7 units per acre)"
"Residential—Medium Density (8-14 units per acre)"
"Senior Housing"

Staff proposes to add a fifth housing category to the Land Use Element of the General Plan: "Residential—High Density (15-30 units per acre)."

Pursuant to Government Code Section 65860, the City's Zoning Code is required to be consistent with the adopted General Plan in order to implement its goals and policies. Accordingly, staff is also proposing to amend Chapters 11.22 and 11.78, and repeal Chapter 11.90 of the Montclair Municipal Code to achieve this required consistency.

Staff notes that this is the first of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element that are intended to be submitted to the Planning Commission and City Council for consideration including the following:

- Define and address siting for single-room occupancy units (SROs)
- Develop and adopt procedures to provide reasonable accommodations for persons with disabilities
- Revise Chapter 11.85 MMC ("Residential Density Bonus") to reflect changes in state law
- Define "Residential Care Facilities" and craft development standards and conditions for their establishment and operation
- Amend the Zoning Code to allow manufactured housing as a single-family residential use
- Provide adequate sites and develop standards and regulatory provisions for emergency shelters and transitional housing

In order for the City to be in full compliance with the adopted 2014-2021 Housing Element, the City must implement the Policy Actions outlined in the document.

Proposed Resolution No. 13-2996 related to the General Plan Amendment and proposed Ordinance No. 13-935 amending Chapters 11.22 and 11.78 and repealing Chapter 11.90 of the Montclair Municipal Code are attached to this report for reference.

ANALYSIS: The addition of a fifth residential land use type—"Residential—High Density (15-30 units per acre)"—would allow for potential redesignation of blocks of land in the future that could accommodate such densities. Resolution No. 13-2996 does not change the land use designation of any properties in Montclair; rather, it adds a residential land use category to facilitate changes in the future. This action, together with the Zoning Code amendment discussed below, would satisfy Policy Action 4.2 of the adopted Housing Element.

The salient changes to development standards in Chapter 11.22 of the Montclair Municipal Code with respect to the R-3 zoning district are summarized in the following table. A more detailed analysis of selected changes follows.

Development Standard	Current Requirement	Proposed Requirement
Minimum Lot Area	3 acres	1 acre
Lot Dimensions	100 feet x 100 feet ¹	175 feet x 200 feet
Maximum Density	14 dwelling units/acre	30 dwelling units/acre
Building Height	35 feet	50 feet (38 feet within 200' of R-1 zone, 28 feet within 75' of R-1 zone)
Outdoor Open Space	40%	35%
Minimum Floor Area	1-bedroom units - 950 SF 2-bedroom units - 1,200 SF 3-bedroom units - 1,400 SF 4-bedroom units - 1,450 SF	Studios/1-bedroom units - 800 SF 2-bedroom units - 950 SF 3-bedroom units - 1,200 SF 4-bedroom units - 1,400 SF
Project Amenities	None required in R-3; Two (2) required in PRDs ²	20 units or less - two (2) required ³ 21-40 units - two (2) required ³ plus at least one (1) additional ⁴ 41-100 units - one of each of the five amenities in ^{3&4} >100 units - one of each of the five amenities in ^{3&4} plus at least two (2) additional ⁵
Resident Parking	2 covered spaces in an enclosed garage	Studio - 1 covered space ⁶ 1 & 2 bedrooms - 2 covered spaces ⁶ ≥3 bedrooms - 3 covered spaces ⁶
Tandem Parking	Prohibited	Allowed when both spaces serve the same residential unit
Guest Parking	1 space per 3 units	1 space per 3 units or fraction thereof
Operational/Management Standards	None	≤30 units - manager required to live on-site >30 units - permanent rental office to be maintained on-site and staffed daily; professional property management company required for property maintenance

¹ 100 feet x 130 feet when fronting on a major or secondary street

² Swimming pool; sports court; putting green; playground equipment; outdoor cooking facilities; etc.

³ Swimming pool or spa; barbecue facilities; playground/tot lot

⁴ Sports court; community building with one full kitchen and a minimum of two meeting/activity rooms

⁵ Open turf area, minimum 100' x 100', for recreational activities; fitness parcours minimum 1/4 mile in length; other amenity(ies) to the satisfaction of the Community Development Director

⁶ "Covered space" may be in an enclosed garage or carport

Policy Actions 3.7 and 3.9 are proposed to be addressed through comprehensive revamping of Chapter 11.22 ("R-3 - Residential Medium-High Density"). Sections 11.22.050(H) and 11.90.180 of the Municipal Code currently set forth the following minimum floor areas for multifamily dwelling units:

- One-bedroom units - 950 square feet
- Two-bedroom units - 1,200 square feet
- Three-bedroom units - 1,400 square feet
- Four-bedroom units - 1,450 square feet

To address Policy Action 3.7, staff is recommending the following modifications for minimum floor areas:

- Studio or one-bedroom units – 800 square feet
- Two-bedroom units – 950 square feet
- Three-bedroom units – 1,200 square feet
- Four-bedroom units – 1,400 square feet

Existing Sections 11.22.050(Q) and 11.90.220 MMC address parking requirements for multifamily and planned developments. New developments are currently required to provide two covered parking spaces per dwelling unit, irrespective of unit size, in an enclosed garage and one guest parking space for each three dwelling units. The proposed code amendment seeks to modify the resident parking requirement as follows:

- Studio units – 1 covered parking space
- 1-2 bedroom units – 2 covered parking spaces
- 3 or more bedroom units – 3 covered parking spaces

Currently, "covered parking" is required to be in an enclosed garage. However, enclosed garages in multifamily developments have been problematic from a Planning and Code Enforcement perspective. Many residents use enclosed garages exclusively for storage, leaving no room to park a vehicle; thus, neighboring streets become overly congested with parked cars. Further, there have been numerous occasions where staff has discovered the illegal conversion of enclosed garages into living space, which also creates serious health and safety concerns. In the proposed Ordinance, developers have the option of providing covered parking in an enclosed garage or open carport.

For further comparison, virtually all of the multifamily units constructed in the City in the 1960s, irrespective of unit size and bedroom count, were developed with one parking space per unit. Additionally, no on-site guest parking was incorporated into many of these older multifamily properties. Staff believes these minimal parking standards and a general lack of professional management and oversight throughout many of the City's multifamily neighborhoods have been the chief contributors to the long-running parking problems experienced in these neighborhoods. The proposed Ordinance would only reduce the resident parking requirement for studio units from two spaces to one. Two parking spaces would continue to be required for one- and two-bedroom units; three parking spaces would be required for units with three or more bedrooms.

An additional proposed change would be the allowance of tandem parking within enclosed garages, which is currently prohibited. However, tandem parking would only be allowed when both parking spaces serve the same dwelling unit.

No changes are proposed to the existing guest parking requirement, except that clarification has been added to require an additional guest parking space for any fraction of three units in a development. For example, if a project has eight units, three guest spaces would be required (two for the first six units plus one additional for the fractional portion of the next three units).

As previously stated, Policy Action 4.2 requires investigating allowing higher densities in the R-3 zone where suitable, based on lot size, configuration and adjacent zoning. To allow this flexibility, staff is proposing revised maximum densities on a sliding scale based on lot size. On lots of less than five acres in area, the maximum proposed density is 20 units per acre. On lots between five and ten acres, the maximum density would be 25 units per acre; and on lots of ten acres or greater, the maximum density would be 30 units per acre. Thirty (30) units per acre is the minimum threshold required by the State of California to qualify as a credit toward meeting the City's Regional Housing

Needs Allocation goal as it relates to affordable housing. While the proposed maximum densities represent a substantial increase over the current base maximum density of 14 units per acre, the actual density of a project will be driven by the ability to meet all of the other development standards contained in the revised Chapter 11.22 MMC including setbacks, landscaping, parking, open space and required amenities. Staff believes the changes to Chapter 11.22 guarantee that any new projects built pursuant to the revised standards would be far superior to those currently existing in the City.

Finally, concerns have been expressed for a number of years about how a lack of professional management at the majority of the City's multifamily developments have resulted in poor property maintenance, an excessive amount of Code Enforcement issues, and/or crime problems. To address this issue, staff has included a subsection entitled "Operational Standards" in Chapter 11.22 requiring all new multifamily developments constructed after July 1, 2014, to comply with certain minimum property management standards.

On August 12, 2013, the Planning Commission approved Resolution No. 13-1785 recommending City Council approval of the amendments to the Land Use Element of the General Plan and to Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code.

The proposed Resolution and Ordinance were originally considered by the City Council at its meeting of August 19, 2013. Because some concerns were raised with respect to some components of the proposed Zoning Code revisions, Council tabled the item and requested that it be discussed at a future workshop. On November 18, 2013, staff presented the item to Council for discussion at a workshop preceding the regularly scheduled City Council meeting. At the workshop, Council asked staff to revisit the following proposed code revisions:

- Minimum lot area
- Lot dimensions
- Maximum density
- Minimum floor area of units

Staff prepared a revised Ordinance that was to be scheduled for Council consideration at its March 3, 2014 meeting, but the item was pulled at Council's request before it was scheduled to be set for hearing. The item was subsequently discussed at the Strategic Planning Session on April 24, 2014, at which time Council provided direction to staff regarding the outstanding issues related to this item including repealing Chapter 11.90 ("Residential Developments - Planned") and combining the components of that Chapter into Chapter 11.22.

FISCAL IMPACT: The cost to publish a Notice of Public Hearing in the *Inland Valley Daily Bulletin* related to this agenda item should not exceed \$500.

RECOMMENDATION: Staff and the Planning Commission recommend the City Council take the following actions:

1. Adopt Resolution No. 13-2996 amending the Land Use Element of the General Plan.
2. Adopt the first reading of Ordinance No. 13-935 amending Chapters 11.22 and 11.78, and repealing Chapter 11.90 of the Montclair Municipal Code related to development standards and requirements in the R-3 (Residential Medium-High Density) zoning district.

RESOLUTION NO. 13-2996

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR APPROV-
ING AN AMENDMENT TO THE LAND
USE ELEMENT OF THE GENERAL PLAN**

A. Recitals.

WHEREAS, the Land Use Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, Section 65358 of the California Government Code allows the City Council to amend all or part of an adopted General Plan if it deems such amendment to be in the public interest; and

WHEREAS, Section 65358(b) of the Government Code allows each mandatory element of the General Plan to be amended up to four times during any calendar year; and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2014-2021 Housing Element, as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment, adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning is such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate"; and

WHEREAS, pursuant to Government Code Section 65860, the Zoning Code of the City of Montclair is required to be consistent with the adopted General Plan in order to implement its goals and policies; and

WHEREAS, the Land Use Element of the General Plan, which was adopted in 1999, identifies the following four residential land use types:

"Residential—Very Low Density Single-Family (0-2 units per acre)"

"Residential—Low Density Single-Family (3-7 units per acre)"

"Residential—Medium Density (8-14 units per acre)"

"Senior Housing"; and

WHEREAS, Ordinance No. 13-935, amending various development standards of the R-3 (Residential Medium-High Density) zone, proposes to increase the maximum density within the R-3 zone to 30 units per acre; and

WHEREAS, in order to achieve consistency between the General Plan and Zoning Code, staff proposes to add a fifth housing category to the Land Use Element of the General Plan: "Residential—High Density (15-30 units per acre)"; and

WHEREAS, upon adoption of this Resolution, the official General Plan Land Use Map of the City of Montclair shall be amended as depicted in Exhibit "A"; and

WHEREAS, the City has prepared an Initial Study/Negative Declaration (IS/ND) in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the minimum 30-day public review period for the IS/ND commenced on June 24, 2013 and concluded on August 12, 2013; and

WHEREAS, on June 24, 2013, the Notice of Availability of the IS/ND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, copies of the IS/ND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on June 28, 2013; and

WHEREAS, on August 12, 2013, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment were heard, and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the Land Use Element along with the information contained in the IS/ND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendments to the General Plan Land Use Element and Montclair Municipal Code; and

WHEREAS, the Planning Commission also adopted a Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the Land Use Element of the General Plan will not have a significant effect on the environment; and

WHEREAS, on June 16, 2014, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment were heard, and said application was fully studied.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED that it is hereby found, determined, and resolved by the City Council of the City of Montclair as follows:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. The City Council hereby approves the amendment to the Land Use Element of the General Plan associated with Case No. 2013-5, adding a new housing category of "Residential—High Density (15-30 units per acre)."

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2996 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

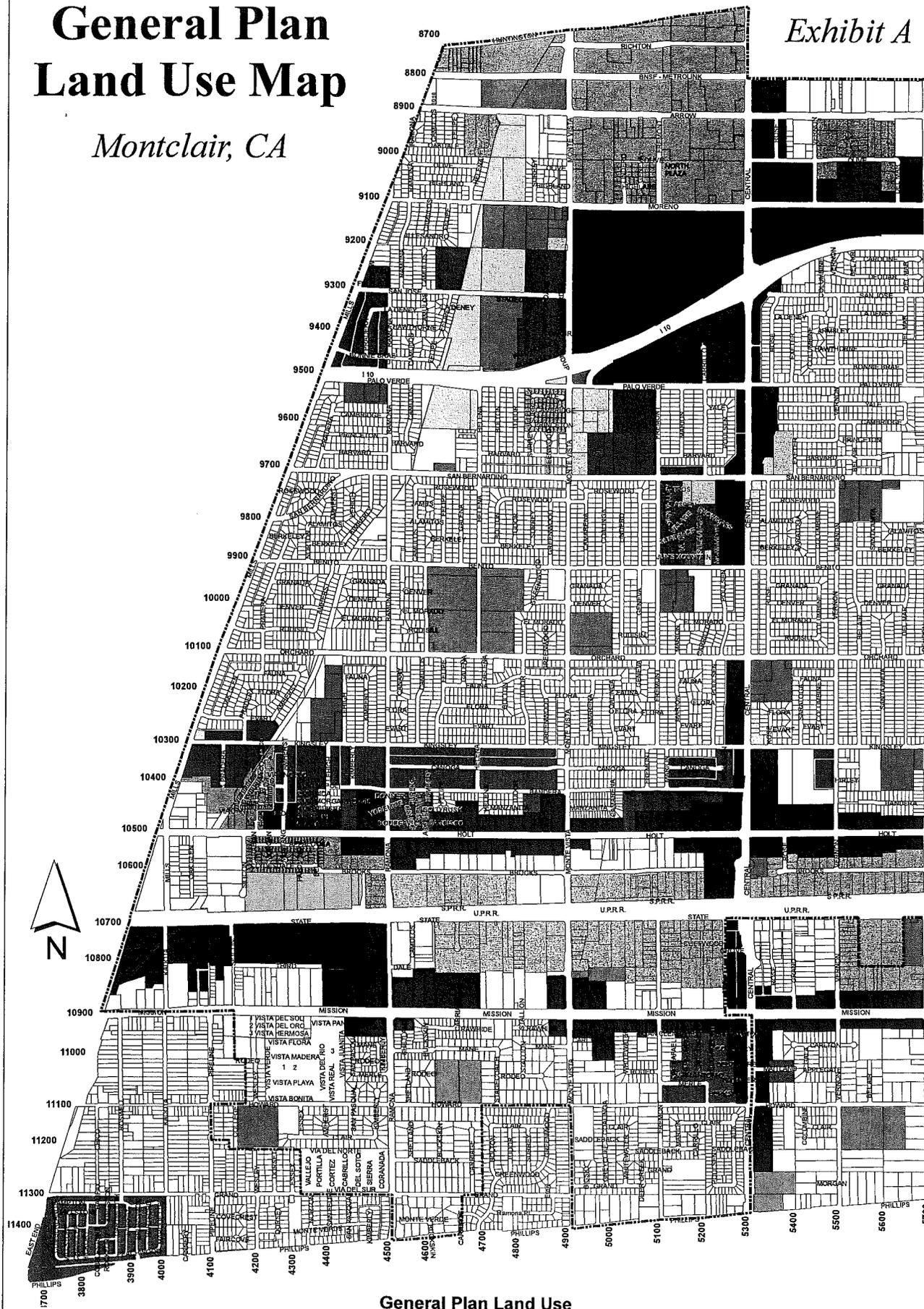
AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

General Plan Land Use Map

Montclair, CA

Exhibit A



General Plan Land Use

- | | | | | |
|--------------------------|-------------------------|-----------------------|---------------------|---------------------|
| Very Low, 0-2 units/acre | Senior Housing | Regional Commercial | Public/Quasi Public | Planned Development |
| Low, 3-7 units/acre | Office Professional | Business Park | Neighborhood Park | Medical Center |
| Medium, 8-14 units/acre | Neighborhood Commercial | Industrial Park | Conservation Basins | City Boundary |
| High, 15-30 units/acre | General Commercial | Limited Manufacturing | Community Plan | |

ORDINANCE NO. 13-935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 11.22 AND 11.78 AND REPEALING CHAPTER 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIREMENTS IN THE R-3 (RESIDENTIAL MEDIUM-HIGH DENSITY) ZONING DISTRICT (CASE NO. 2013-5)

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2014-2021 Housing Element, as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, in January 2014, HCD provided the City with a letter of substantial compliance indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on February 3, 2014, the City Council adopted Resolution No. 14-3018 approving a General Plan Amendment adopting the 2014-2021 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 3.7 requires staff to "examine the existing (minimum) unit size requirements and amend the City's Zoning Code, as appropriate, to ensure unit size thresholds do not constrain the provision of affordable housing"; and

WHEREAS, Policy Action 3.9 states, "To ensure the City's parking requirements are not a constraint to residential development, especially new housing units affordable to lower and moderate income households, the City shall review the existing parking requirements, particularly the two-space 'garage' multifamily requirement, and revise the requirements, as appropriate"; and

WHEREAS, Policy Action 3.13 states in part. "To ensure the City's permitting requirements are not a constraint to residential development, especially new housing units affordable to low- and moderate-income households, the City shall amend the Zoning (Code) to remove the conditional use permit requirement for development in the R-3 zone that is three or more acres in size, two or more stories in height, or senior housing" and

WHEREAS, Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning is such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Amendment of Code.

Chapter 11.22 of the Montclair Municipal Code is hereby repealed in its entirety and replaced as follows:

**Chapter 11.22
ZONES: R-3 - RESIDENTIAL
MEDIUM-HIGH DENSITY**

Sections:

- 11.22.010 Findings and intent.**
- 11.22.020 Uses permitted.**
- 11.22.030 Uses permitted subject to a conditional use permit.**
- 11.22.040 Property development standards.**
- 11.22.050 Other general development standards.**
- 11.22.060 Miscellaneous development standards.**
- 11.22.070 Common areas.**
- 11.22.080 Covenants, Conditions and Restrictions (CC&Rs)**

11.22.010 Findings and intent.

A. The City Council finds that multifamily developments are different in so many respects from other types and forms of development as to require a specialized set of regulations.

B. The intent of this Chapter is to set forth standards, procedures and guidelines that will promote desirable living environments; allow for a diverse range of housing types to appeal to the widest range of residents possible; require high quality architecture, thoughtful site planning, and sufficient amenities; and ensure the preservation of privacy, convenience, health, safety and well-being of residents.

11.22.020 Uses permitted.

Except as specifically provided elsewhere in this Title, any and every building, premises and/or land in the R-3 Zone shall be used for, or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained and moved into or within such R-3 Zone, exclusively and only in accordance with the provisions set forth in this Chapter, and subject to the approval of a Precise Plan of Design submitted and reviewed in accordance with the provisions of Chapter 11.80 of this Title.

A. The following shall be permitted as primary uses:

1. Apartments, condominiums, townhomes, and planned residential developments, subject to the provisions set forth in this Chapter;

2. Mobile home parks; subject to the provisions set forth in Chapter 11.62 of this Title;
 3. Residential care facilities for six or fewer persons;
 4. Senior citizen housing.
- B. The following shall be permitted as accessory uses:
1. Those uses permitted in Sections 11.18.030(D), (F), and (H) of this Title;
 2. Signs, subject to the provisions of Chapter 11.72 of this Title;
 3. Parking lots;
 4. Home occupations, subject to the provisions of Chapter 11.58 of this Title.

11.22.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted subject to the issuance of a conditional use permit in accordance with the provisions of Chapter 11.78 of this Title:

- A. Those uses permitted in Section 11.18.030(A), (E), and (K) and Section 11.20.020(B) of this Title;
- B. Convalescent centers, skilled nursing facilities and assisted living facilities.

11.22.040 Property development standards.

The following property development standards shall apply to all land and buildings in the R-3 Zone; provided, however, where a lot has a width, depth, or area less than that required by the provisions of this Title and was held under separate ownership or was of official City record prior to June 30, 1984, such lot may be occupied by any use permitted in the R-3 Zone.

A. Lot Area. The net lot area shall be a minimum of one acre (43,560 square feet).

B. Lot Dimensions.

1. Width. The width of the lot shall be a minimum of 175 feet at the front lot line. However, if lots are located at the end of a cul-de-sac or another location that results in a wedge-shaped lot, the minimum width at the front building line shall be not less than 125 feet, provided the average width of the lot is not less than 175 feet.

2. Depth. The depth of the lot shall be a minimum of 200 feet.

C. Maximum Dwelling Unit Density. The maximum dwelling unit densities stated in this subsection are not automatically by-right; projects shall also be required to meet all applicable development standards contained in this Title.

1. The maximum dwelling unit density for courtyard, garden, rowhouse or stacked dwelling multifamily developments on parcels with a net area of less than five (5) acres shall be 20 units per acre.

2. The maximum dwelling unit density for courtyard, garden, rowhouse, or stacked dwelling multifamily developments on parcels with a net area between 5.00 and 9.99 acres shall be 25 units per acre.

3. The maximum dwelling unit density for courtyard, garden, rowhouse or stacked dwelling multifamily developments on parcels with a net area of ten (10) acres or greater shall be 30 units per acre.

D. Building Height. The maximum building height shall be 50 feet with a maximum of four floors, except that any portion of a building within

200 feet of the boundary of any R-1 Zone shall be limited to 38 feet and a maximum of three floors, and any portion of a building within 75 feet of the boundary of any R-1 Zone shall be limited to 28 feet and a maximum of two floors. "Building height" as defined herein means the vertical distance from the average contact ground level of the building to the highest point of the parapet wall of a flat roof or the mean height level between the eaves and ridges for a gable or hip roof.

E. Building design.

1. Structures having dwelling units attached side-by-side shall have an offset or articulation in the front building line of at least four feet (4') for every two dwelling units within such structure. Similar architectural enhancement alternatives may be approved subject to a Precise Plan of Design approved by the Planning Commission.

2. Structures having dwelling units attached side-by-side or stacked above one another shall provide at least one-third of the total number of units within such development as a flat or one-story unit.

F. Lot Coverage. Buildings and structures shall not cover more of a lot than would be permitted when satisfying all yard, open space, parking and access requirements.

G. Minimum Floor Area of Dwelling Units. Multifamily dwelling units shall contain the following minimum floor areas:

1. For studio or one-bedroom units, 800 square feet.
2. For two-bedroom units, 950 square feet.
3. For three-bedroom units, 1,200 square feet.
4. For four-bedroom units, 1,400 square feet.

Said floor areas shall be exclusive of patios, balconies, carports and garages.

H. Minimum Room Sizes. The minimum size of rooms shall comply with the currently adopted California Building Code, except that all bedrooms shall have a minimum area of 110 square feet and a minimum dimension of nine (9) feet.

I. Yards and Setbacks. Developments in the R-3 Zone shall have and maintain the following minimum yards and setbacks (see Sections 11.38.050 and 11.38.060 of this Title for additional requirements). Building setbacks shall be measured from the front property line.

1. Front Yards.

a. For buildings with three stories or less, a 25-foot minimum front-yard setback shall be required.

b. For buildings with four stories, a 35-foot minimum front-yard setback shall be required.

c. Notwithstanding the required front-yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required front-yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.

e. No portion of the required front-yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the front-yard setback area.

2. Street Side Yards.
 - a. For buildings with three stories or less, a 25-foot minimum street side-yard setback shall be required.
 - b. For buildings with four stories, a 35-foot minimum street side-yard setback shall be required.
 - c. Notwithstanding the required street side-yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required street side-yard setback.
 - d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.
 - e. No portion of the required street side-yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the street side-yard setback area.
3. Interior Side Yards.
 - a. For buildings with three stories or less, a 10-foot minimum interior side-yard setback shall be required.
 - b. For buildings with four stories, a 15-foot minimum interior side-yard setback shall be required.
 - c. Open patios on the first floor shall be permitted to encroach a maximum of 5 feet into any required interior side-yard setback. Open patios above the first floor shall not be permitted to encroach into any required interior side-yard setbacks.
 - d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.
 - e. Interior side-yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.
4. Rear Yards.
 - a. For buildings with three stories or less, a 10-foot minimum rear-yard setback shall be required.
 - b. For buildings with four stories, a 15-foot minimum rear-yard setback shall be required.
 - c. Notwithstanding the required rear-yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into any required rear-yard setback.
 - d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.
 - e. Rear-yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.
- J. Open Space. Each development shall provide outdoor open space for recreation and leisure activities within the development site in the following manner:
 1. Common open/recreational space shall comprise not less than 35 percent of the net acreage. Public or private driveways, parking spaces or other areas designed for operational functions are not considered open space. Common open/recreational space improvements shall be provided as follows:

a. Developments of 20 units or less shall provide at least two of the following amenities:

i. Permanent barbecue facilities with at least two grills and two table/bench arrangements;

ii. Playground and/or tot lot with permanently-installed play equipment;

iii. Swimming pool or spa.

b. Developments of 21 to 40 units shall provide at least two of the amenities listed in subsection (a) of this Section plus at least one of the following amenities:

i. Sports court (tennis, volleyball, basketball, etc.);

ii. Community building with at least one full kitchen and a minimum of two rooms for meetings, games, activities, etc.

c. Developments of 41 to 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section.

d. Developments of greater than 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section plus at least two of the following:

i. A passive, open turf area (natural or synthetic), measuring at least 100 feet by 100 feet, for unstructured recreational activities;

ii. A fitness parcourse of at least one-quarter mile in length and a minimum of six (6) activity stations;

iii. Other amenity(ies) to the satisfaction of the Director of Community Development.

e. For projects of greater than 100 units, the Director of Community Development may require the developer to increase the size, number and/or capacity of one or more required amenities to adequately serve the number of residents in the development.

2. Private porches, patios and balconies attached to individual dwelling units may be included in the required outdoor open space calculation provided the minimum dimension is at least 10 feet and the minimum area is 150 square feet.

3. Swimming pools, spas, ponds, lakes, streams and other water features provided for the common use or enjoyment of all residents may be constructed as part of the required outdoor open space; however, such facilities shall not comprise more than 50 percent of the required outdoor open space.

4. The outdoor open spaces created pursuant to the provisions of this Title shall remain open and available for such use for the life of the development.

K. Private Open Space. Each dwelling unit shall have a minimum private open space of 100 square feet with a minimum dimension of 7 feet. Such private open space shall be in the form of porches, patios and/or balconies.

L. Landscaping. The design, installation and maintenance of all landscape and hardscape areas shall be subject to approval of a Precise Plan of Design and shall fully comply with Chapter 11.60 of this Title.

M. Walls and Fences. The general development standards for walls and fences as provided in Sections 11.38.050(M), (N), and (O) of this Title shall apply; provided, however, that the Planning Commission may require additional walls and fences if necessary to protect adjacent properties.

- N. Vehicular Circulation.
 - 1. Streets. Primary and secondary streets shall be designed to meet the following standards:
 - a. Traffic lanes no less than 10 feet in width and no more than 12 feet in width.
 - b. Where on-street parallel parking is provided, the parking lane shall be 8 feet in width. Where 90-degree or angled parking is provided as part of the street design, parking stall dimensions shall be 9 feet in width by 20 feet in length. A maximum 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.
 - 2. Driveways Serving Only Garages. If a private driveway serves only garages, and the driveway is posted as a fire lane and/or to prohibit all other parking, the driveway may be constructed with a minimum width of 20 feet; provided, however, that if the driveway is double-loaded with garages on both sides, a minimum distance of 26 feet shall be provided as measured from building wall to building wall.
 - 3. Access and On-Site Circulation.
 - a. Vehicular access to all developments shall be from a public street.
 - b. The design of all on-site vehicular circulation, including roadway widths, turning radii and turnarounds shall be subject to approval by the Fire Department.
 - c. There shall be a minimum vertical clearance of 14 feet along all driveways and vehicular paths that provide access for emergency response vehicles.
 - O. Pedestrian Circulation. A pedestrian circulation system shall be incorporated into the residential development for the purpose of providing direct access to all dwelling units, trash enclosures, parking areas, recreation areas and outdoor open space. The circulation system shall include the following:
 - 1. A public sidewalk shall be constructed adjacent to all public streets bordering the project site with a minimum width of 5 feet in accordance with City standards.
 - 2. An on-site walkway system of pedestrian walks and paths that fully complies with all disabled-accessibility standards with respect to surface material, width, grades, ramps, curbs, railings and signage.
 - P. Parking Requirements.
 - 1. Resident Parking. Each dwelling unit shall be provided with resident parking as indicated below. A minimum of one required parking space for each unit shall be within a carport or enclosed garage. Every effort shall be made to locate the required parking space(s) for each unit within 200 feet of the unit to which they are assigned.
 - a. Studio – 1 parking space.
 - b. 1 to 2 bedrooms – 2 parking spaces.
 - c. 3 or more bedrooms – 3 parking spaces.
 - 2. Guest Parking. On-site parking for guests shall be provided at a ratio of one parking space for every three units or fraction thereof, regardless of unit size. Guest parking shall be reasonably distributed throughout the development site.
 - 3. Parking Space Dimensions.
 - a. Enclosed Garages. The minimum, clear inside dimensions of each parking space within an enclosed garage shall be 10 feet in width and 20 feet in

length. Said clear inside dimensions shall not be encroached upon by water heaters, HVAC equipment, areas designated for a clothes washer and dryer, or stairs leading to habitable living space.

b. Carports. The minimum, clear dimensions of each parking space within a carport shall be 9 feet in width by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater. Where a structural support post occurs for a carport, an additional 2 feet in width shall be added to each parking space on either side of the structural member.

c. Uncovered Parking. The minimum dimensions of each uncovered parking space shall be 9 feet by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

4. Automatic garage door openers shall be required for each enclosed garage.

5. Parking Lot Striping. Striping for uncovered parking spaces or those within carports shall be double-stripe or "hairpin" style, with the 9-foot dimension being measured to the center of the "hairpin."

6. Tandem Parking. Tandem parking shall only be permitted within enclosed garages and only when both spaces serve the same unit.

7. On-street parking on public streets shall not be used to satisfy any of the parking requirements contained herein.

Q. Signs. The general development standards for signs as set forth in Chapter 11.72 of this Title shall apply, in addition to the following:

1. Permitted Signs.

a. Wall Signs. One illuminated or nonilluminated wall sign with the name of the development shall be permitted on each street frontage. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only.

b. Address Signs. One illuminated or nonilluminated wall sign with the numerical address or numerical address and street name of the development shall be permitted on each building on each street frontage. Where a building also fronts on an internal private driveway or parking lot, additional numerical address(es) may be permitted to be displayed for safety and security purposes. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only. Address and address/street name signs shall be a minimum of 8 inches in height and a maximum of 10 inches in height. Where more than one address sign is attached to multiple frontages of a single building as described above, the design, size and color of each sign shall be identical.

c. Freestanding Monument Signs. One illuminated or nonilluminated freestanding monument sign shall be allowed for developments with a minimum of 150 feet of continuous frontage on the same street.

i. Height. Monument signs shall be limited to a maximum height of 5 feet as measured from the grade of the adjacent public sidewalk.

ii. Sign Area. The sign face of monument signs shall be limited to a maximum of 40 square feet in size, not including the optional, detachable sign rider described in Subsection (c)(2) below.

1. Design and Illumination. Monument signs shall be of a high-quality architectural design and be constructed of durable materials. If illumination is desired, it shall be via at-grade, flush-mounted fixtures to minimize nuisance glare to the adjacent public right-of-way. As an alternative, above-grade fixtures may be used if it can be demonstrated that the light source will not be directly visible to the public right-of-way or neighboring properties.

2. Sign Copy. The purpose of monument signs is to identify the development by its name and address. No additional sign copy, such as phone numbers, website addresses or other forms of advertising, shall be permitted. A detachable rider to the sign containing sign copy, such as "Now Leasing," "Now Renting," "Vacancy," "No Vacancy," or the like, shall be permitted so long as its design is complementary to the main sign. Such sign riders shall be no greater than 8 square feet in size.

3. Location. Monument signs shall be located within a fully landscaped area and set back a minimum of 5 feet from the back edge of the adjacent public sidewalk. In order to eliminate sight-distance obstructions, monument signs shall be located no less than 30 feet away from any vehicular driveway on the same side of the street, whether the driveway serves the subject development or an adjacent property.

d. Unit Signs. One illuminated or nonilluminated sign identifying the unit number, letter or designation, not to exceed 1 square foot in size, shall be required and maintained for each dwelling unit.

e. Directional Signs. One or more pedestrian and/or vehicular-oriented directional signs no larger than 6 square feet in size and 4 feet in height may be permitted within residential developments of 2 acres or greater, subject to administrative review and approval by the Director of Community Development.

2. Prohibited Signs. All signs not expressly permitted herein shall be prohibited, including those signs identified in Section 11.72.120 of this Title.

R. Operational Standards. In order to provide adequate management, maintenance and oversight for multifamily developments, the following operational standards shall be required for projects constructed after July 1, 2014:

1. For developments of 30 units or less, an on-site manager having the authority to perform or contract for emergency and nonemergency maintenance and repairs shall reside full-time in one of the dwelling units on the subject property.

2. For developments of greater than 30 units, the following requirements shall apply:

a. A permanent rental/leasing/property management office shall be established and maintained on-site and staffed daily during regular business hours.

b. The property owner shall be required to contract with a professional property management company that is on-call 24 hours a day and shall be responsible for all landscape, common area and building maintenance.

11.22.050 Other general development standards.

A. Trash Collection Areas. Each trash collection area shall be located within 200 feet of the farthest unit it is intended to serve. Such collection areas shall be designed and situated so as to minimize noise and visual intrusion on the subject property, adjacent properties, as well as to not create a fire hazard to nearby structures. Said trash collection areas shall be provided with a minimum illumination level of 500 lumens and designed to City standards to comply with stormwater runoff regulations.

B. Mail Collection Areas. Mail delivery service shall be provided within centrally located areas with easy accessibility from an internal driveway or parking area. Mail collection areas shall be located within a fully enclosed building, covered breezeway, or other similar area that is adequately protected from inclement weather, and shall be provided with a minimum illumination level of 500 lumens.

C. Utility Service and Television Service. All utility services to multifamily residential developments, including, but not limited to electrical, telephone, cable and satellite television, and broadband service shall be installed underground and within building walls. Should exterior antennas and/or satellite dishes be allowed, the project shall be designed to provide areas on each building for such equipment that are not visible to public rights-of-way or neighboring properties.

D. Laundry areas. Laundry areas with plumbing connections meeting minimum building code standards shall be provided for within each residential unit or within a direct-access, enclosed garage. If located within a garage, the necessary space for a washer and dryer shall not encroach into the required clear garage parking space dimensions specified in this Chapter.

E. Lighting. Multifamily residential developments shall comply with the following standards and requirements regarding illumination:

1. Site Lighting. A professionally-prepared photometric analysis demonstrating that all parking areas, driveways, private streets, walkways, and other outdoor public spaces shall be illuminated to an adequate level for security and safety during all hours of darkness shall be required to be submitted for review and approval by the Community Development Department.

2. Garages. Fully enclosed garages shall be wired to include a fixture or fixtures that has/have the capacity to support light sources providing a minimum of illumination level of 1,500 lumens. Said illumination shall be in addition to any lighting that may be provided by the required automatic garage door opener.

F. Vehicular Storage. Outdoor areas for the storage of vehicles, trailers, watercraft, recreational vehicles and the like shall be prohibited unless specially designated areas for the exclusive storage of such vehicles are approved by the City as part of the final development plan and provided for in the homeowners association's Covenants, Conditions and Restrictions (CC&Rs). If such areas are provided, they shall be enclosed and screened from view from neighboring properties and public rights-of-way by a decorative masonry wall, minimum 7 feet 6 inches in height, compatible and integrated with the architectural design of the development. Such storage areas shall be landscaped and illuminated to minimum levels during all hours of darkness. A vehicle wash area and/or RV wastewater disposal station may be provided within an approved vehicular storage area, subject to review and approval by the Director of Community Development and Director of Public Works.

11.22.060 Miscellaneous development standards.

The following development standards shall be applicable to multifamily developments in addition to those required elsewhere in this Chapter:

A. Grading: Notification of Completion and Written Certification Required. The permittee or his/her agent shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, stormwater retention facilities and all erosion control measures have been completed in accordance with the final approved grading plan and the required reports have been submitted, including written certification that the work completed is in accordance with the final approved grading plan.

B. Landscaping: Notification of Completion and Written Certification Required. The permittee or his/her agent shall notify the Director of Community Development when the final landscaping installation is ready for inspection. Final approval shall not be given until all work, including installation of plant material and an automatic irrigation system, has been completed in accordance with the approved landscape plan, and the permittee has submitted written certification by a licensed professional that the work has been completed in accordance with the final approved landscape plan and all requirements of Chapter 11.60 of this Title.

C. Energy Conservation. The project shall be designed to meet or exceed all state and local energy conservation standards in effect at the time of construction.

D. Fire Detection System. Smoke and carbon monoxide detectors shall be installed in all habitable spaces as required by state and local ordinances at the time of construction.

E. Fire Suppression System. An automatic fire sprinkler system shall be installed in all dwelling units, and in all covered or enclosed nonhabitable spaces, such as garages, carports and trash enclosures as required by local ordinance at the time of construction.

F. Sound Attenuation. Multifamily residential developments shall be designed to comply with state noise attenuation standards and local building requirements in effect at the time of construction.

G. Solar Energy Systems. The goals and objectives of the General Plan encourage and promote an enhanced residential park-like environment through the implementation of aesthetically pleasing development and design standards of this Title. However, it is recognized that there is a need to encourage and promote awareness in the community of alternative means of conserving energy resources. It is further recognized that the use of solar energy can be a cost-effective means of water heating and space heating and cooling, but that the use of such systems may be inconsistent with the goals and objectives of the community and the aesthetic character of the City's residential neighborhoods.

The Planning Commission, in granting approval of a solar energy system, may impose conditions that are necessary and desirable to carry out the purposes of this Chapter and that are consistent with the policies, principles, regulation, criteria and standards applied to other properties, uses and developments in similar circumstances. Further, in considering a solar energy system, the Planning Commission shall impose conditions in order to provide a balance between the goals and objectives of the community and the General

Plan, and the recognize desire to allow solar energy systems as an alternative energy source.

11.22.070 Common areas.

A. A development shall be approved subject to submission of a legal instrument setting forth a plan or manner of permanent care and maintenance of all building exteriors, open spaces, recreational areas, and other communal facilities. No such instrument shall be acceptable until approved by the Director of Community Development as to suitability for the proposed use and the City Attorney as to legal form and effect.

B. If the development's common areas are to be conveyed to a homeowners association, the developer shall file a declaration of Covenants, Conditions and Restrictions (CC&Rs) to be submitted with the application for approval that will govern the association. The provisions shall include, but not be limited to, the following:

1. The homeowners association shall be established no later than prior to the sale of the final dwelling unit.
2. Membership shall be mandatory for each buyer and all successive buyers.
3. The open space restrictions shall be permanent.
4. Provisions to restrict parking upon other than approved and developed parking spaces shall be written into the CC&Rs.
5. If the development is constructed in increments or phases that require one or more final maps, reciprocal CC&Rs and reciprocal management and maintenance agreements shall be established causing a merging of the phases as they are completed to embody a single homeowners association with common areas for the total development.

11.22.080 Covenants, conditions and restrictions (CC&Rs).

In order to ensure proper maintenance of all streets, parking areas, landscaping and other improvements within the common areas of a multifamily residential development, the following provisions shall be contained in the Covenants, Conditions and Restrictions (CC&Rs). No such CC&Rs shall be acceptable until approved by the Director of Community Development as to the adequacy and suitability for the proposed use and maintenance of all common areas, and by the City Attorney as to legal form and effect. These provisions shall include, but not be limited to, the following:

A. The final CC&Rs, upon approval by the City, shall be recorded with the final map.

B. The City shall be made a party to the CC&Rs and further provide that the City shall approve any changes or amendments to the CC&Rs.

C. The City shall be granted the power to enforce all provisions of the CC&Rs, including, but not limited to, the maintenance of all streets, parking areas, landscaping and other improvements within the common areas of the development.

D. The City shall be granted the express power to enforce all laws and ordinances of the State of California and/or the City of Montclair on the private streets, alleys and parking areas within the project. Nothing within the CC&Rs shall be construed as imposing an obligation or requiring the City to enforce any provision of the CC&Rs.

E. The City shall be entitled to prior written notice of any proposed amendment to the CC&Rs. Such notice shall be given by mailing a copy of the precise language of the proposed amendment to the City, in care of the City Clerk, together with a letter of transmittal explaining the proposed change in general terms. The City shall have an opportunity to review and comment upon the proposed amendment for a period of not less than 45 days prior to the effective date of any such proposed amendment.

F. Right of Entry. The City, through its duly authorized agents or employees, shall have the right to enter upon the common areas for the following purposes:

1. Inspection, maintenance and repair of the landscaping and private street components of the common areas where such maintenance and repair is required;

2. Enforcement of local traffic and/or parking regulations. All privately-owned and maintained streets, alleys, driveways and parking areas shall be open for the use of the public for purposes of vehicle traffic and are so connected with highways and streets that provisions of the Vehicle Code of the State of California may be applied to them in their entirety. Whenever by this provision, or any other law of the City, parking is restricted or prohibited and signs are erected giving notice thereof, duly authorized representatives of the City of Montclair may cause the vehicles in violation thereof to be towed away and stored at the expense of the owner, operator or person to whom the vehicle is entitled to be released, and the vehicle shall not be released except upon payment of the towing and storage costs. In tow-away zones, the Public Works Department shall cause to be posted appropriate signs giving notice thereof.

G. Reimbursement of City Expenditures by the Association. All costs and expenses incurred by the City arising out of its maintenance and repair of the common areas, as provided in subsection (F)(1) and (2) of this Section, shall be charged as an expense of the homeowners association and shall be paid within 30 days of receipt of an invoice for same.

H. Assessments and Lien Rights of the City. If City maintenance costs are not paid within 30 days from the date due, said unpaid costs and expenses shall become a special assessment against the property, and upon hearing and confirmation by the City Council, shall be collected in the same manner as real property taxes and shall be subject to the same penalties, procedures and sale in case of delinquency as is provided for real property taxes.

Section II. Amendment of Code.

Section 11.78.030 ("Permitted uses"), Subsection (A), of the Montclair Municipal Code is hereby amended to read as follows:

11.78.030 Permitted uses.

In addition to those uses specifically identified in Chapters 11.22 through 11.30 of this Title as requiring a conditional use permit, the Planning Commission may grant a conditional use permit for any use listed in this Section as a permitted use subject to a conditional use permit:

- A. Residential Uses.
 1. Assisted living facilities (AP, C-2, C-3);
 2. Convalescent care (AP, C-2, C-3);
 3. Conversions of apartments to condominiums (R-3);

4. Student housing, dormitories, group quarters (AP, C-2, C-3).

SECTION III. Amendment of Code.

Chapter 11.90 ("Residential Developments - Planned") is hereby repealed in its entirety.

SECTION IV. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION V. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION VI. Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2014.

ATTEST:

Mayor

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-935 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2014, and finally passed not less than five (5) days thereafter on the XX day of XX, 2014, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 16, 2014

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2014.

FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending May 31, 2014.

Prepared by:

James Kugelberg
George L. Smith

Reviewed and
Approved by:

Donald Parker
Donald Parker

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: June 16, 2014
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated June 16, 2014 and Payroll Documentation dated May 4, 2014, and recommends their approval.

FISCAL IMPACT: The Warrant Register dated June 16, 2014, totals \$477,855.75. The Payroll Documentation dated May 4, 2014, totals \$555,023.20 gross, with \$388,674.56 net being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation.

Prepared by: <u>Andrew Dulygin</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 16, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending May 31, 2014.

FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending May 31, 2014.

Prepared by:

Michael Protkowski
James L Smith

Reviewed and
Approved by:

Ronald Taylor

Proofed by:

Presented by:

James L Smith

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** June 16, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 05.01.14-05.31.14 in the amounts of \$500.00 for the Combined Operating Fund; \$0.00 for the Redevelopment Obligation Retirement Funds; \$135.80 from the Tax Exempt Bond Proceeds and \$58.20 from the Taxable Bond Proceeds and finds it to be in order.

FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Ruh recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending May 31, 2014.

Prepared by:

Michael P. Piotrowski
George L. Smith

Reviewed and
Approved by:

Donald L. Parker
Donald L. Parker

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 16, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2014.

FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2014.

Prepared by:

Michael P. Piro
Gronce L. Smith

Reviewed and
Approved by:

Ronald L. Fisher
James C. Hunt

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** June 16, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 05.01.14-05.31.14 in the amount of \$161,538.07 for the Montclair Housing Corporation and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending May 31, 2014.

Prepared by:

Michael P. Pistorino
George L. Smith

Reviewed and
Approved by:

Ronald L. Parker
James C. Hunt

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: June 16, 2014

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: FIN525

DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending May 31, 2014.

FISCAL IMPACT: Routine—report of the Montclair Housing Authority's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending May 31, 2014.

Prepared by:

Michael Piotrowski
Gyome L. Smith

Reviewed and
Approved by:

Ronald L. Parker

Proofed by:

Presented by:

David A. [Signature]

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** June 16, 2014
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending May 31, 2014, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 05.01.14-05.31.14 in the amount of \$0.00 for the Montclair Housing Authority and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Authority's obligations.

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending May 31, 2014.

Prepared by:

Michael P. Thompson
Yvonne L. Smith

Reviewed and
Approved by:

Donald A. Parker
Donald A. Parker

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER REJECTING ALL BIDS RECEIVED FOR THE SUNRISE PARK BLOCK WALL REPLACEMENT PROJECT AND AUTHORIZING STAFF TO READVERTISE THE PROJECT	DATE: June 16, 2014 SECTION: ADMIN. REPORTS ITEM NO.: 9 FILE I.D.: PRK600 DEPT.: PUBLIC WORKS
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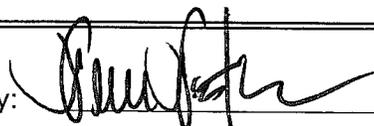
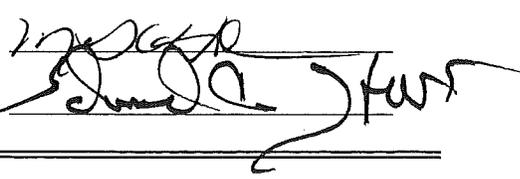
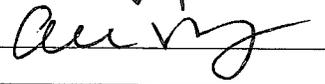
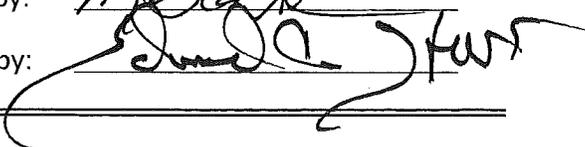
REASON FOR CONSIDERATION: Bids for the Sunrise Park Block Wall Replacement Project were received and opened on May 15, 2014. After reviewing the wide range of bid proposals, staff feels all the bids should be rejected and the project readvertised with some changes made. Rejection of bids and readvertisement require City Council approval.

BACKGROUND: On May 15, 2014, the City received and opened six bid proposals for the Sunrise Park Block Wall Project. This project would remove and replace the existing block wall on the north side of Sunrise Park. The bid proposals received by the City ranged from a low of \$131,502 to a high of \$546,250. The Engineer's estimate was \$100,000. A summary of the bids received is as follows:

Summary of Bids for the Sunrise Park Block Wall Replacement Project

	<i>Contractor</i>	<i>Bid Amount</i>
	<i>Engineer's Estimate</i>	<i>\$100,000</i>
1	Victor Palos Development & Construction	\$131,502
2	Aramexx Construction	\$207,450
3	Parsam Construction, Inc.	\$267,850
4	Vido Samarizich, Inc.	\$378,000
5	Broughton Construction, Inc.	\$416,625
6	The Richards Group	\$546,250

The apparent low bidder, Victor Palos Development & Construction, submitted a proposal that was missing crucial items including signed addendums as well as a questionable bid bond that was missing a seal. Often, missing items can be deemed minor irregularities; but in this case, Addendum #2 included a document that contains information required of the bidder. This document includes contractor information, project experiences, references, and a list of subcontractors. These items were required to be submitted as part of the contractor's bid proposal. The missing information is considered a significant irregularity and renders the bid nonresponsive.

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

Staff then looked at the second low bid received from Aramexx Construction. The bid proposal of Aramexx Construction was \$207,450, \$75,948 higher than the low bid. Generally, with a project this small, bid proposals are usually within a few percentage points of each other. After reviewing the range of all bids, staff became concerned as to whether the Engineer's estimate was inaccurate or there was confusion within the plans and specifications.

Based on the budget for this project and the wide range of bid proposals received, staff believes that it is in the City's best interest to reject all the bids, reevaluate the scope of work, and revise the construction documents/estimate prior to re-advertising the project.

FISCAL IMPACT: Rejecting all bids and re-advertising will likely cause a two- to three-month delay in starting construction of the project. Provided that the scope of work is revised, the project cost is expected to be approximately \$130,000. Additional plan change and advertising costs would likely add another \$2,000 to the cost of the project.

RECOMMENDATION: Staff recommends the City Council reject all bids received for the Sunrise Park Block Wall Replacement Project and authorize staff to re-advertise the project.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-35-I-91, AN IRREVOCABLE ANNEXA- TION AGREEMENT WITH MAGLECIDETH M. HERNANDEZ AND MICHAEL G. HERNANDEZ FOR 4029 GRAND AVENUE (ASSESSOR'S PARCEL NO. 1001-031-05)	DATE: June 16, 2014 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: SEW080 DEPT.: COMMUNITY DEV.
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REASON FOR CONSIDERATION: Irrevocable Annexation Agreements are subject to City Council review and approval.

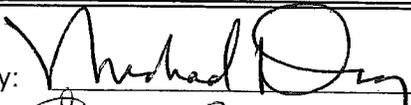
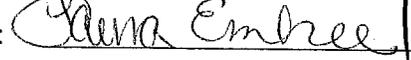
BACKGROUND: The proposed Irrevocable Annexation Agreement would permit the property owners of the subject parcel located in unincorporated County territory to connect to the sanitary sewer system owned by the Inland Empire Utilities Agency (IEUA) and located in Grand Avenue. IEUA may permit a connection to be made to said regional sanitary sewer system if requested by the City of Montclair. The City is willing to request a connection to said regional sanitary sewer system; and if approved by IEUA, proposed Agreement No. 14-35-I-91 will require annexation of the property to the City when feasible at a future date.

If approved by the City Council, Agreement No. 14-35-I-91 would also be subject to approval by the Local Agency Formation Commission (LAFCO). The proposed Agreement and sewer connection request are consistent with City policy and meet all applicable City requirements. Following City Council and LAFCO approvals, the Agreement is recorded against the property and becomes binding on future owners, heirs, successors, or assigns.

FISCAL IMPACT: There would be no fiscal impact as a result of execution of proposed Irrevocable Annexation Agreement No. 14-35-I-91.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-35-I-91, an Irrevocable Annexation Agreement with Maglecideth M. Hernandez and Michael G. Hernandez for the property at 4029 Grand Avenue (Assessor's Parcel No. 1001-031-05).

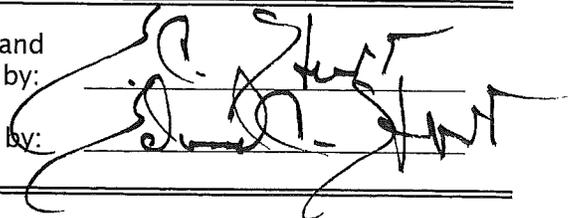
Prepared by:

Proofed by:

Reviewed and
Approved by:

Presented by:



Recording Requested by:

Steve Lustro, AICP
City of Montclair

When Recorded Mail To:

Steve Lustro, AICP
Community Development Director
City of Montclair
5111 Benito Street, P.O. Box 2308
Montclair, CA 91763

This Space for Recorder's Use Only

FREE RECORDING PURSUANT TO GOVERNMENT CODE §27383

AGREEMENT NO. 14-35-I-91
AN IRREVOCABLE AGREEMENT TO ANNEX
TO THE CITY OF MONTCLAIR

Maglecideth M. Hernandez and Michael G. Hernandez
4029 Grand Avenue

Title of Document

AGREEMENT NO. 14-35-I-91

**AN IRREVOCABLE AGREEMENT TO ANNEX
TO THE CITY OF MONTCLAIR**

Maglecideth M. Hernandez and Michael G. Hernandez
4029 Grand Avenue

This agreement is entered into this ___th day of June, 2014, between Maglecideth M. Hernandez and Michael G. Hernandez, wife and husband, as joint tenants, hereinafter referred to as "Owner," and the City of Montclair, hereinafter referred to as "City."

WHEREAS, Owner is the legal property owner of the real property located at 4029 Grand Avenue, also referenced as San Bernardino County Tax Assessor Parcel Number (APN) 1013-031-05, shown as Exhibit "A" attached, and is further described as follows:

All that certain lot or parcel of land lying and being situated in the POMONA (AREA), State of California, as more particularly described as follows:

ALL THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, SAN BERNARDINO BASE AND MERIDIAN ACCORDING TO GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE SAID SECTION 435 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 89° 58' WEST ALONG SAID NORTH LINE 45.95 FEET; THENCE SOUTH 0° 32' EAST 457.55 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 45.95 FEET; THENCE NORTH 0° 32' WEST 457.55 FEET TO THE POINT OF BEGINNING.

EXCEPT THE NORTH 33 FEET AS DEEDED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED OCTOBER 6, 1960 IN BOOK 5253, PAGE 373, OF OFFICIAL RECORDS.

Also commonly known as 4029 Grand Avenue, Pomona, CA 91766.

WHEREAS, the subject property is a 19,125-square-foot (0.43 acres) lot on the south side of Grand Avenue, within unincorporated San Bernardino County area that is a part of the Sphere of Influence of the City of Montclair; and °

WHEREAS, the subject property is developed with a single-family residence constructed in 1946 with a detached 1-car garage; and

WHEREAS, the Owner desires to connect an existing single-family home at the above-described property to a regional sanitary sewer system in Grand Avenue, which is owned by the Inland Empire Utility Agency (IEUA); and

WHEREAS, IEUA may permit a connection to be made to said regional sanitary sewer system if requested by the City of Montclair; and

WHEREAS, the City is willing to request a connection to said regional sanitary sewer system if a request is made at the earliest possible time to annex to the City of Montclair; and

WHEREAS, Owner desires to annex to the City of Montclair; and

WHEREAS, the City intends to pursue annexation of Owner's property plus other property, but said annexation will cause delay, which would create a substantial hardship for Owner of said property; and,

WHEREAS, the agreements, conditions, and covenants contained herein are made for the direct benefit of the land subject to this Agreement and described herein and shall create an equitable servitude upon the land and operate as a covenant running with the land for the benefit of the Owner of the land and his heirs, successors, and assigns.

NOW, THEREFORE, the parties do agree as follows:

1. Owner does hereby give irrevocable consent to annex to the City of Montclair at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications of consent prepared by the City, and submitting any evidence reasonably within the control of the Owner to the various hearings required for the annexation. Said cooperation does not include, however, any obligation on behalf of the Owner to institute any litigation of judicial proceeding whatsoever to force annexation to the City.

2. The City of Montclair does hereby agree to request a connection of said property proposed to be developed on Owner's property to the regional sewer line owned by the Inland Empire Utility Agency (IEUA), which is located in Grand Avenue, at such time as all applicable permits have been obtained and associated fees have been paid.

3. Owner agrees to pay such annexation fees and costs and other municipal charges as would ordinarily be charged in the annexation of property to the City. Said

fees shall be payable when the same becomes due and payable. (In some circumstances, these fees may be borne by the City.)

4. Owner shall pay all fees and charges and make all deposits required by the City to connect to and use the sewer, and Owner agrees to be bound by all City ordinances, rules, and regulations with respect to the sewer system. Owner agrees to pay monthly sewer charges beginning on the date this agreement is approved by the City Council.

5. Owner shall be responsible for the maintenance and repair of the sewer lateral from the house, building, and/or structure to which the sewer lateral is connected to the public sewer main in the street or City easement. This responsibility includes both the portion of the sewer lateral on private property and the portion located beneath the sidewalk and street up to the point where the lateral connects to the public sanitary sewer main. Property owners' responsibilities include maintenance and repair of the lateral, overflow cleanup, and damages to sewer main and/or pavement. The City **may** respond and take corrective action in the event of a sewage overflow from a lateral where there is an immediate threat to health or safety. However, the property owner shall be responsible for all costs incurred by the City.

6. Owner shall install any and all future improvements upon said property to the City's standards, except that the County standard(s) shall apply when more restrictive than the City standard(s).

7. Owner shall execute this agreement on behalf of himself, his heirs, successors, and assigns, and said agreement shall be irrevocable without the prior written consent of both parties hereto.

8. The benefit and responsibilities to the subject property shall inure to the benefit and responsibilities of subsequent owners, their heirs, successors, and assigns; and the agreements, conditions, and covenants contained herein shall be binding upon them and upon the land.

9. This agreement shall be recorded with the Office of the Recorder of the County of San Bernardino.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CITY:

CITY OF MONTCLAIR, CALIFORNIA

OWNER:

MAGLECIDETH M. HERNANDEZ
AND MICHAEL G. HERNANDEZ,
WIFE AND HUSBAND AS JOINT
TENANTS

Paul M. Eaton
Mayor

Maglecideth M. Hernandez

Michael G. Hernandez

ATTEST:

Yvonne L. Smith
Deputy City Clerk

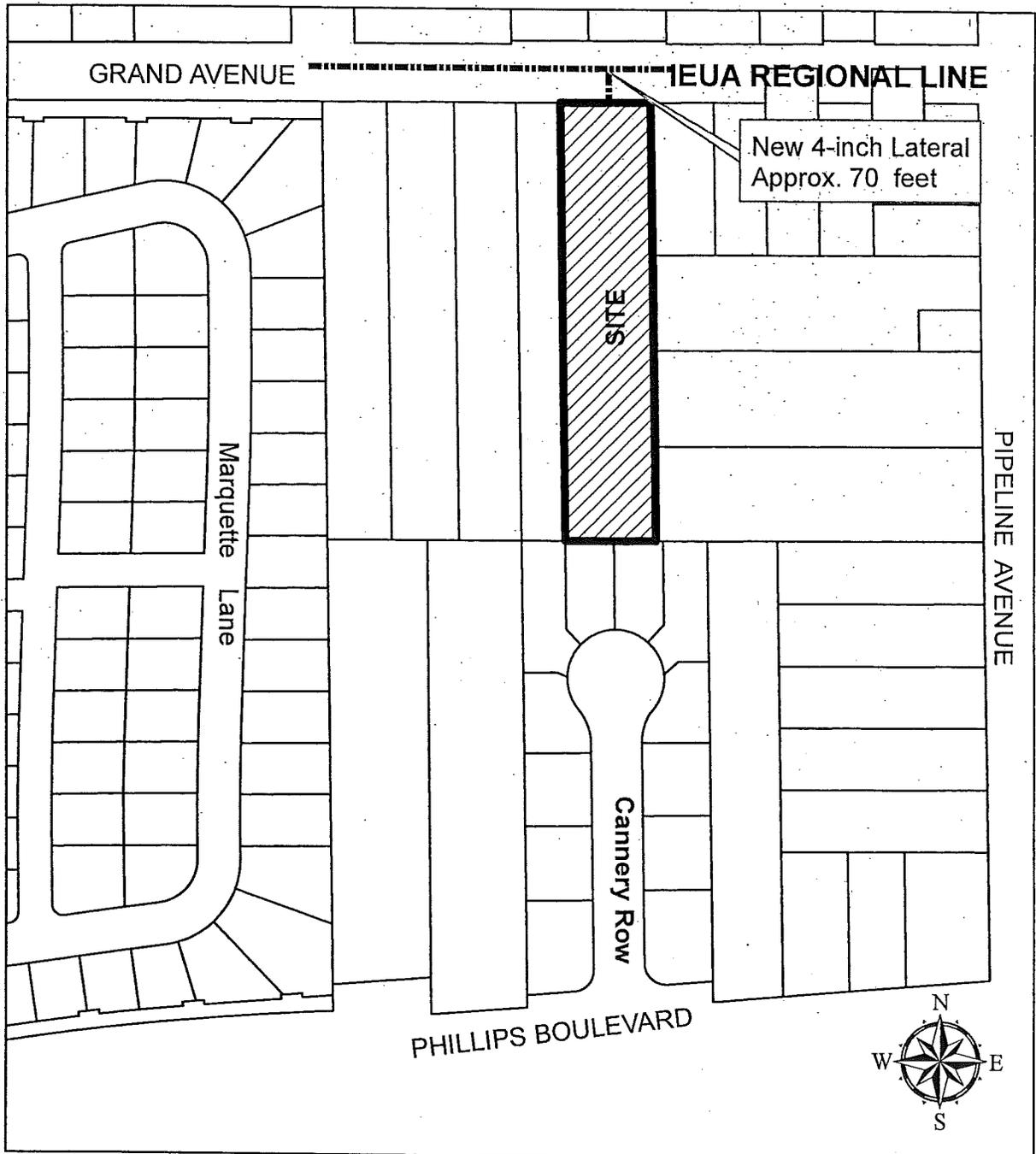
Date

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

**Irrevocable Annexation Agreement IAA No. 14-35-I-91
4029 Grand Avenue
APN: 1013-031-05**

Exhibit A



AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-38 WITH ONTARIO-MONTCLAIR SCHOOL DISTRICT TO PROVIDE AFTER- SCHOOL PROGRAMS	DATE: June 16, 2014 SECTION: AGREEMENTS ITEM NO.: 2 FILE I.D.: HSV030 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-38 with the Ontario-Montclair School District (OMSD) to provide after-school programs funded by the After-School Education and Safety Program (ASES) grant.

A copy of proposed Agreement No. 14-38 with OMSD is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Community Collaborative (MCC), organized in 1996, is a partnership between the City, OMSD, and community organizations having the core objective of improving quality-of-life outcomes for children and youth. Through the ongoing strategic planning process, MCC identifies resources and develops services for children, youth, and adults.

The goal of the ASES grant is to promote after-school learning modules to enhance children's educational and learning capabilities. Such grants made available to local education authorities such as OMSD provide communities with enhanced community-based school services in an effort to strengthen healthy child development.

Proposed Agreement No. 14-38 would provide funding through the ASES grant for after-school programs at the following eleven school sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Montera, Moreno, Ramona, Serrano, and Vernon.

The total amount of funding for these eleven school sites is \$1,303,293.24 and would be used to support academic, recreational, and enrichment activities for children in after-school programs.

The term of proposed Agreement No. 14-38 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: Should the City Council approve Agreement No. 14-38, OMSD would pay the City of Montclair \$1,303,293.24 to fund personnel, supplies, training, and grant oversight.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-38 with the Ontario-Montclair School District to provide after-school programs.

Prepared by: *W. Richter*
Proofed by: *Christine Smedley*

Reviewed and
Approved by:

Presented by:

[Signature]
[Signature]

ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 WEST "D" STREET □ ONTARIO, CALIFORNIA 91762 □ (909) 459-2500

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 19th day of June 2014 by and between the Ontario-Montclair School District, hereinafter referred to as the "**DISTRICT**," and the City of Montclair, hereinafter referred to as the "**CONSULTANT**."

1. SERVICES TO BE PERFORMED BY CONSULTANT.

- a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by **DISTRICT** (provide attachment if necessary):

Please see Attachment A, page 7, for a complete description of services, and Schedule A, page 9, for a detailed list of schools.

- b) **CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** will not train, control, direct, or supervise **CONSULTANT**'s assistants or employees in the performance of those services.
- c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **DISTRICT** and **CONSULTANT** or any of **CONSULTANT**'s agents or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **DISTRICT**'s employees and shall not be considered in any manner to be **DISTRICT**'s employees.
- d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT**'s regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. COMPENSATION.

- a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement as follows:

Please see Attachment B, page 8 and Payment Schedule A, page 9 for a detailed description of the compensation.

Compensation for services rendered under this Agreement shall not exceed a total amount of \$1,303,293.24.

- b) **DISTRICT** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement unless specified below. Should travel or other expenses be specified below, **CONSULTANT** shall be entitled to the lesser amount of
 - 1. The not to exceed amount stated, or
 - 2. The actual amount expended. Supporting documentation for the authorized travel or other expenses shall be attached to this Agreement.
- c) If this Agreement is with an individual consultant, **CONSULTANT** shall notify the **DISTRICT** whether or not **CONSULTANT** is a retired member of the California State Teacher's Retirement System (STRS) or the California Public Employees Retirement System (PERS).
- d) **DISTRICT** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but if applicable, will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. TERM OF AGREEMENT.

The term of this Agreement is from July 1, 2014 through June 30, 2015, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

4. OBLIGATIONS OF CONSULTANT.

- a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the "Service to Preformed by Consultant" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT**'s sole discretion, sees fit.
- b) **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.
- c) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT**'s employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- d) **CONSULTANT** shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the **DISTRICT**'s pupils. If at any time during the term of this Agreement **CONSULTANT** is either notified by the Department of Justice or otherwise becomes aware that any employee of **CONSULTANT** performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, **CONSULTANT** agrees to immediately notify the **DISTRICT** and remove said employee from performing services on this Agreement.

- e) **CONSULTANT** shall defend, indemnify and hold **DISTRICT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, agents or staff. **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT**'s performance under this Agreement.
- f) During the entire term of this Agreement, **CONSULTANT** shall procure, pay for and keep in full force and effect the following types of insurance:
 - 1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, **CONSULTANT** under this Agreement. All insurance policies shall state the name of the insurance carrier and name **DISTRICT** as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.
 - 2. The policies of insurance described in Paragraph (f) 1. above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph (f) 1. above are attached hereto. **CONSULTANT** agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (f) 1. above without first giving the **DISTRICT**'s Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, **CONSULTANT** agrees to immediately provide **DISTRICT** true and correct copies of all new or revised certificates of insurance.
- g) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **DISTRICT**.

5. OBLIGATIONS OF DISTRICT.

- a) **DISTRICT** agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT**'s duties under this Agreement.
- b) **DISTRICT** shall defend, indemnify and hold **CONSULTANT** and its Council Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **DISTRICT**, its officers, employees, agents or staff.

6. TERMINATION OF AGREEMENT.

- a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.
- b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.
- c) If at any time during the performance of this Agreement **DISTRICT** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **DISTRICT** shall have the right to terminate the performance of **CONSULTANT**'s services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.
- d) In the event that **DISTRICT** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **DISTRICT** to **CONSULTANT**, if any, shall be refundable to **DISTRICT** in full upon termination of this Agreement unless specified to the contrary below.

7. GENERAL PROVISIONS.

- a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **DISTRICT** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.
- b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **DISTRICT** may unilaterally amend the Agreement to accomplish the changes listed below:
 1. Increase dollar amounts;
 2. Administrative changes; and
 3. Changes as required by law.
- c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

- d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- e) Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records and files of DISTRICT, CONSULTANT, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor General of the State of California, at the request of the DISTRICT or as a part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.
- f) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"DISTRICT"

"CONSULTANT"

By: _____
Signature

Phil Hillman
Printed Name

Chief Business Official
Title

Date

By: _____
Signature

Paul M. Eaton
Printed Name

Mayor, City of Montclair
Title

Date

5111 Benito Street
Address

Montclair, CA 91763
City, State, ZIP

(909) 626-8571
Telephone Number

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date of Governing Board's Approval: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Certification of Compliance with California Education Code Section 45125.1

I hereby certify that all owners and employees of City of Montclair ("CONSULTANT") who may come in contact with pupils and are required by California Education Code Section 45125.1 to submit or have their fingerprints submitted to the Department of Justice have now done so, that I have received and reviewed the report and that none of the foregoing have been convicted of a felony as defined in California Education Code Section 45122.1. The Ontario-Montclair School District is entitled to rely upon this representation. CONSULTANT hereby agrees to indemnify Ontario-Montclair School District for any and all claims, damages, suits and liability that arise out of, relate to or is associated with a failure of CONSULTANT to comply with California Education Code Section 45125.1 or with a failure to exercise reasonable care with respect to proper selection and/or supervision of CONSULTANT's employees who may come in contact with pupils.

" CONSULTANT"

Signature
Paul Eaton

Printed Name
Mayor, City of Montclair

Title
5111 Benito Street

Address
Montclair, CA 91763

City, State, Zip
(909) 626-8571

Telephone Number

Signature
Yvonne Smith

Printed Name
Deputy City Clerk

Title

Date

END OF AGREEMENT FOR CONSULTANT SERVICES

Attachment A

Contract No.: C- 145-040

CONSULTANT: City of Montclair

1) Services to be performed by **CONSULTANT**

- a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by **DISTRICT** (provide attachment if necessary):
 - i) **CONSULTANT** will provide staff and materials to operate the after-school program services at the following sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Moreno, Montera, and Ramona elementary schools as well as Serrano and Vernon middle schools.
 - ii) **CONSULTANT** will have the following responsibilities in support of the ASES program:
 - (1) Coordinate the academic assistance, homework support, and enrichment portions of the ASES program at each school site.
 - (2) Hire, train, and supervise site staff, including the learning coordinators and learning leaders.
 - (3) Seek regular input from principals regarding performance evaluations, including recommendations for retraining and terminating a site coordinator and/or other site staff.
 - (4) Participate in all cross training for learning coordinators and learning leaders.
 - (5) Maintain ongoing communication between City of Montclair staff and school staff regarding student needs and progress, including, but not limited to attendance at school-day meetings and/or one-on-one meetings with teachers.
 - (6) Coordinate ASES activities with school staff to assure program supports current academic goals of teachers and administrators.
 - (7) Provide academic assistance and other activities specifically supporting but not duplicating, daytime curriculum and academic goals.
 - (8) Foster communication with and involvement of parents through parent orientations, parent handbook, development and distribution of periodic newsletters, and hosting, at a minimum, one parent night.
 - (9) Regularly attend and participate in regularly scheduled governance and operation meetings.
 - (10) Provide the **DISTRICT**, in a timely manner, with any required documentation, such as, but not limited to, monthly program evaluations, attendance, and snack counts.

Attachment B

Contract No.: C-145-040

CONSULTANT: City of Montclair

1) Compensation

- a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement as follows:
 - i) **CONSULTANT** will be paid 92.5% of grant award from the California Department of Education (henceforth **CDE**), according to Schedule A, attached hereto.
 - ii) Administrative costs may not exceed 7.5% of grant award from **CDE**, according to Schedule A, attached hereto.
 - iii) If **DISTRICT** fails to receive 2014-2015 ASES grant funding, **CONSULTANT** will hold **DISTRICT** harmless for any financial liabilities or obligations it has incurred.
 - iv) Timing and amounts of payments will be made according to Schedule A, attached hereto. If the funds received from **CDE** change, a pro rata adjustment to the maximum amount available for payment to **CONSULTANT** will be made.
 - v) **CONSULTANT** fee will only be paid out of funds received by **DISTRICT** from the State and only up to the limits of this agreement.
 - vi) **CONSULTANT** is to provide documentation necessary for annual independent audits, in accordance with **CDE** requirements. Any additional audit cost bill to **DISTRICT** due to lack of documentation will be billed to **CONSULTANT** for payment.

Ontario-Montclair School District
 ASES Payment Schedule—City of Montclair
 July 1, 2014 through June 30, 2015

			Schedule A			
No.	School	Program	Allocation	7.50% Admin	Balance	Tenthly Payment
060	El Camino	ASES After-school Base	112,500.00	8,437.50	104,062.50	10,406.25
064	Howard	ASES After-school Base	112,500.00	8,437.50	104,062.50	10,406.25
065	Kingsley	ASES After-school Base	120,060.00	9,004.50	111,055.50	11,105.55
066	Lehigh	ASES After-school Base	122,850.00	9,213.75	113,636.25	11,363.63
071	Mission	ASES After-school Base	131,694.75	9,877.11	121,817.64	12,181.76
072	Monte Vista	ASES After-school Base	160,080.00	12,006.00	148,074.00	14,807.40
073	Moreno	ASES After-school Base	112,500.00	8,437.50	104,062.50	10,406.25
045	Montera	ASES After-school Base	98,550.00	7,391.25	91,158.75	9,115.88
074	Ramona	ASES After-school Base	112,500.00	8,437.50	104,062.50	10,406.25
382	Serrano	ASES After-school Base	102,601.50	7,695.11	94,906.39	9,490.64
383	Vernon	ASES After-school Base	63,789.00	4,784.18	59,004.82	5,900.48
065	Kingsley	ASES Supplemental	27,635.00	2,072.63	25,562.37	2,556.24
066	Lehigh	ASES Supplemental	36,855.00	2,764.13	34,090.87	3,409.09
071	Mission	ASES Supplemental	39,508.43	2,963.13	36,545.30	3,654.53
072	Monte Vista	ASES Supplemental	30,636.00	2,297.70	28,338.30	2,833.83
382	Serrano	ASES Supplemental	24,706.00	1,852.95	22,853.05	2,285.31
			<u>1,408,965.68</u>	<u>105,672.44</u>	<u>1,303,293.24</u>	<u>130,329.34</u>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 14-40 WITH THE MONTCLAIR
CHAMBER OF COMMERCE TO PROMOTE
LOCAL ECONOMIC DEVELOPMENT

DATE: June 16, 2014
SECTION: AGREEMENTS
ITEM NO.: 3
FILE I.D.: COC050
DEPT.: ECON. DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-40 with the Montclair Chamber of Commerce to provide services to strengthen and enhance local economic development activities.

A copy of proposed Agreement No. 14-40 with the Montclair Chamber of Commerce is attached for the City Council's review and consideration.

BACKGROUND: The Montclair Chamber of Commerce was organized in 1958 and has offered its services to the local business community since that time. The Montclair Chamber of Commerce promotes business growth and a business-friendly climate in the Montclair community.

Proposed Agreement No. 14-40 would provide funding to the Montclair Chamber of Commerce, a partner agency, for the following services to support economic development in the City of Montclair:

- Monitor and aid in the retention, expansion, and development of existing businesses.
- Promote Montclair as an attractive and prime location for business operations.
- Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- Endeavor to represent all business interests wherever located in the City of Montclair and to conduct its affairs in such a way as to benefit all businesses and areas of the City.

The term of proposed Agreement No. 14-40 is July 1, 2014, through June 30, 2015.

Prepared by: M. STAATS
Proofed by: Gyome Lomah

Reviewed and Approved by: M. STAATS
Presented by: James J. Stuart

FISCAL IMPACT: If proposed Agreement No. 14-40 is approved by the City Council, the Montclair Chamber of Commerce would receive \$15,000 annually payable in equal quarterly installments of \$3,750. This amount was included in the City Budget in the Economic Development Fund for Fiscal Year 2014-15.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-40 with the Montclair Chamber of Commerce to provide services to promote local economic development.

**Agreement No. 14-40
CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763**

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2014, by the City of Montclair, hereinafter referred to as the "CITY," and the Montclair Chamber of Commerce, hereinafter referred to as the "CHAMBER."

1. Recitals

a. The parties hereto agree that it is the best interest of the CITY and the CHAMBER to strengthen and enhance economic development activities within the CITY and the CHAMBER through an Agreement renewed annually by the close of each current fiscal year.

b. The parties hereto agree that all funding provided by the CITY for this venture will be expended to fulfill a public purpose, that is economic development, and that periodic auditing will be performed in order to assure that the funds provided by the CITY will be utilized only for public purposes as set forth herein.

2. Agreement

a. NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties here to agree as follows:

ARTICLE 1 - RECITALS

The parties acknowledge and agree that above state recitals are true and correct and incorporated herein by reference.

ARTICLE 2 - SERVICES

The CHAMBER desires to engage in economic development efforts for the CITY area which shall include, but not limited to, the following:

- a. Employ a President/CEO who is an economic development professional with the requisite knowledge, skills, expertise necessary to lead the economic development efforts.
- b. Advise private business concerns located within the CITY, existing business and the business community of the available opportunities within the CITY and within its utilities service area of which they may take advantage and counsel them regarding their suitability to participate in available county, state, and federal economic development programs and grants.

- c. Monitor and aid in the retention, expansion and development of existing businesses.
- d. Advise and counsel private business concerns about the development of infrastructure plans for the expansion of business districts and the creation of business and industrial parks.
- e. Advise and counsel private business concerns of strategies designed to foster the best possible pro-business environment within the CITY.
- f. Promote the CITY as a location for business operations, clean manufacturing, and research and development companies.
- g. Serve as an information source for those interested in economic development and provide relevant referrals to all requests for economic development information, including up-to-date trade area demographics and inventories of available property (retail, industrial, office, etc.).
- h. Provide a CHAMBER web page to be linked to the CITY's web site. The web page shall be updated continuously to provide the most current information concerning economic development in the CITY and surrounding trade area for the purpose of furthering the mission of the CHAMBER.
- i. Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and federal economic development organizations.
- j. Endeavor to represent all business interests wherever located in the CITY and to conduct its affairs in such a way as to benefit all businesses and areas of the CITY.
- k. Host the annual State of the City address in collaboration with the CITY's Economic Development Coordinator, CITY staff, and the CITY Council.

ARTICLE 3 – PLACE OF WORK

It is understood that the CHAMBER will administer services largely at 8880 Benson Avenue, Suite 110, Montclair, California 91763; although the CHAMBER will, on request, come to City Hall or such other places as designated by the CITY to meet with CITY's representatives.

ARTICLE 4 – PAYMENT

The CITY will pay the CHAMBER the total sum of \$15,000 annually payable in equal quarterly payments of \$3,750 on or before the 30th day of the beginning of each quarter.

ARTICLE 5 – REPORTING

- a. The CHAMBER will submit and present to the CITY annually a receipt and expenditure report on the use of CITY funds.

ARTICLE 6 – RELATIONSHIP OF PARTIES

- a. The **CHAMBER** is an independent entity and not a department, agency or subdivision of the **CITY**. The **CITY** and the **CHAMBER** are two separate and autonomous entities.
- b. **CHAMBER** is and shall at all times remain as to the **CITY** a wholly independent contractor. The personnel performing the services under this Agreement on behalf of **CHAMBER** shall at all times be under **CHAMBER**'s exclusive direction and control and shall not be construed to be employees of **CITY** for any purpose, including eligibility under Public Employees Retirement Law. Neither **CITY** nor any of its officers, employees, or agents shall have control over the conduct of **CHAMBER** or any of **CHAMBER**'s officers, employees, or agents, except as set forth in this Agreement. **CHAMBER** shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the **CITY**. **CHAMBER** shall not incur or have the power to incur any debt, obligation, or liability whatever against **CITY**, or bind **CITY** in any manner. No employee benefits shall be available to **CHAMBER** in connection with the performance of this Agreement. Except for the fees paid to **CHAMBER** as provided in the Agreement **CITY** shall not pay salaries, wages, or other compensation to **CHAMBER** for performing services hereunder for **CITY**. **CITY** shall not be liable for compensation or indemnification to **CHAMBER** for injury or sickness arising out of performing services hereunder.
- c. The **CITY** and the **CHAMBER** acknowledge that this Agreement is not a delegation of any public function of the **CITY** and that neither party will play an integral part in either party's decision-making process by reason of this Agreement.

ARTICLE 7 – DURATION

- a. The initial term of this Agreement shall be for a period of one (1) year commencing July 1, 2014, and continuing through June 30, 2015; this AGREEMENT may be renewed annually.
- b. Either party terminate this Agreement upon ninety (90) days written notice to the other party. c. Any notice required or allowed hereunder shall be in writing and sent by certified mail, return receipt requested, or in person with proof of delivery, to the address first listed above, or such other addresses as either party shall have specified by written notice to the other party delivered in accordance herewith.

ARTICLE 8 – NONDISCRIMINATION

- a. The **CHAMBER** shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, or marital status or as otherwise prohibited by applicable law.

ARTICLE 9 – MISCELLANEOUS

- a. The **CHAMBER** acknowledges that the **CITY**, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void; and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period of exceeding one year, but any agreement so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the **CITY's** performance and obligation to pay under this Agreement is contingent upon annual appropriation.
- b. The **CHAMBER** shall obtain and possess throughout the term of this Agreement all licenses and permits applicable to its operations under federal, state, and local laws.
- c. The **CHAMBER** shall at all times maintain its status as a private not-for-profit corporation, organized and created under the laws of the State of California.
- d. This Agreement may be modified or amended by mutual written agreement of the parties, duly executed by both parties.
- e. This Agreement contains all the terms and conditions agreed upon by the parties.
- f. This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue of any legal action to enforce or interpret this Agreement shall be in San Bernardino County, California.
- g. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- h. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- i. If any party seeks to enforce or interpret this Agreement through litigation, each party shall bear its own attorney's fees and costs incurred.
- j. Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.
- k. The **CHAMBER** shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The **CHAMBER** shall at all times observe and comply with all such laws and regulations. The **CITY** and its officers and employees, shall not be liable at

law or in equity occasioned by failure of the CHAMBER to comply with this Section.

- I. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the economic development activities during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the activities performed under this Agreement.

- m. CHAMBER agrees to defend, indemnify, and hold harmless the CITY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of CHAMBER, its officers, employees, agents, or volunteers in connection with CHAMBER's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

"CITY"
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

"CHAMBER"
8880 Benson Avenue, Suite 110
Montclair, CA 91763
(909) 985-5104

By: _____
Paul M. Eaton
Mayor

By: _____
Darleen Curley
President/CEO

Date: _____

Date: _____

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Signature

Printed Name

Title

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-41 WITH SAN BERNARDINO COUNTY FOR ACCESS TO THE SHERIFF'S AUTOMATED SYSTEMS	DATE: June 16, 2014 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: PDT200 DEPT.: POLICE
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-41 with the County of San Bernardino to access the Sheriff's Automated Systems for continued exchange of criminal justice information through various local, state, and national databases.

A copy of proposed Agreement No. 14-41 is attached for the City Council's review and consideration.

BACKGROUND: The County of San Bernardino, through the Sheriff's Department, has served as administrator for the California Law Enforcement Telecommunications System (CLETS) for many years. As such, the Sheriff's Department has facilitated the exchange of criminal offender record information and other criminal justice information between the Montclair Police Department and criminal justice agencies statewide, as well as nationwide and Canada, via the National Law Enforcement Telecommunications System (NLETS). In addition to NLETS, CLETS has a direct interface with the Federal Bureau of Investigation, National Crime Information Center, California Department of Motor Vehicles, and a host of county databases.

Access to the Sheriff's Automated Systems is provided via connection to the County's wide-area network, which is covered under a separate agreement.

FISCAL IMPACT: Annual maintenance and support costs for Fiscal Year 2014-15 would be \$2,225. Additionally, the City would be billed transaction fees for the Sheriff's Department Jail Management System, Sheriff's Central Name Index, Sheriff's Automated Warrants, and Property Evidence Tracking System. Transaction fees would be billed quarterly at a cost of \$.06 per transaction on a quarterly basis. Proposed Agreement No. 14-41 would be effective July 1, 2014, through June 30, 2017; however, the above-mentioned rates apply to Fiscal Year 2014-15 only and would be adjusted each fiscal year.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-41 with San Bernardino County for access to the Sheriff's Automated Systems.

Prepared by: <u>Judy B...</u>	Reviewed and Approved by: <u>M. de Moor</u>
Proofed by: <u>Sharon Kagan</u>	Presented by: <u>Donald A. Hart</u>



JOHN MCMAHON, SHERIFF/CORONER/PUBLIC ADMINISTRATOR

May 29, 2014

Michael deMoet, Chief of Police
c/o Trudy Burson, Administrative Aide
City of Montclair
Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763-1211

RE: CONTRACT RENEWAL SHERIFF'S AUTOMATED SYSTEMS 2014-17

Dear Chief deMoet:

Attached to this e-mail is the proposed renewal agreement between the County of San Bernardino and the City of Montclair, Montclair Police Department, for the Sheriff's Department to provide access to the Sheriff's Automated Systems, including California Law Enforcement Telecommunications System (CLETS) and Central Name Index (CNI). Most contracts will show an increase in cost shown on the 2014-15 Schedule A, as the cost to provide service was re-evaluated after several years on the County WAN, including County indirect cost of staff support.

Please note: The indemnification and insurance provisions must reflect the standard Board of Supervisors' approved template language; therefore, we will not be considering alternative language.

If this agreement meets with your approval, please complete the signature blocks, have both copies signed in blue ink by an authorized individual (usually the City Manager), and return both copies with original signatures in the mail to:

Roxann Jenkins/Bureau of Administration 010
San Bernardino County Sheriff's Department
P.O. Box 569
San Bernardino, CA 92402-0569

If you have any questions or need additional information, please contact me at (909) 387-0310 or rjenkins@sbcasd.org.

Sincerely,

JOHN MCMAHON, SHERIFF/CORONER/PUBLIC ADMINISTRATOR

Roxann M. Jenkins

ROXANN M. JENKINS, Staff Analyst
Sheriff's Bureau of Administration

JM/RMJ
Enclosure

AGREEMENT FOR ACCESS TO SHERIFF DEPARTMENT'S AUTOMATED SYSTEMS

This agreement is made and entered into on July 1, 2014, by and between City of Montclair, Montclair Police Department (hereinafter "CONTRACTOR"), the County of San Bernardino (hereinafter "COUNTY") for the Sheriff's Department (hereinafter "SHERIFF") and the County of San Bernardino Information Services Department (hereinafter "ISD").

A. PURPOSE OF CONTRACT

- A.1** This contract provides for the SHERIFF, acting as the administrator of the California Law Enforcement Telecommunications System (CLETS), to serve as the agent responsible for the exchange of criminal offender record information and other criminal justice information between CONTRACTOR and the SHERIFF and statewide criminal justice agencies. In addition, it provides for the SHERIFF to facilitate the interchange of computerized criminal history data between the following agencies and databases:
- A.1.1** Federal Bureau of Investigation (FBI)
 - A.1.2** National Crime Information Center (NCIC)
 - A.1.3** National Law Enforcement Telecommunications System (NLETS)
 - A.1.4** Department of Motor Vehicles (DMV)
 - A.1.5** California Law Enforcement Telecommunications System (CLETS), received via the State CLETS network (transaction fees apply and billed by SHERIFF)
 - A.1.6** Super Name Search network (transaction fees apply and billed by SHERIFF)
 - A.1.7** Crime Web/Mugshot System
 - A.1.8** Identix-Cal ID
 - A.1.9** Property Evidence Tracking System (transaction fees apply and billed by SHERIFF)
 - A.1.10** Sheriff's Department Jail Management System (JIMS) (transaction fees apply and billed by ISD)
 - A.1.11** Sheriff's Central Name Index (CNI) (transaction fees apply and billed by ISD)
 - A.1.12** Sheriff's Automated Warrants (SAW) (transaction fees apply and billed by ISD)
- A.2** It is the intent of the parties to promote more effective regional law enforcement through the cooperative use and maintenance of the COUNTY and SHERIFF computerized data files.
- A.3** Access to the aforementioned databases requires connection to the COUNTY's Wide Area Network (WAN). CONTRACTOR will be required to enter into a separate agreement with ISD for connection to the COUNTY's WAN and for payment of costs associated with WAN connectivity.

B. CONTRACTOR RESPONSIBILITIES

- B.1** The CONTRACTOR agrees to limit access to information furnished by SHERIFF to its own employees and other criminal justice/law enforcement agencies. The CONTRACTOR further agrees to comply with Federal and State laws, rules, procedures, and policies formally adopted in the California Law Enforcement Telecommunications System Subscriber Agreement, and in regard to criminal history, information furnished through the FBI/NCIC/CCH (California Criminal History) and the NLETS Program, to rules, procedures and policies approved by the NCIC advisory policy board adopted for NCIC.
- B.2** The CONTRACTOR agrees to appoint an Automated Terminal Coordinator (ATC) to disseminate CLETS information and updates, to maintain training requirements and paperwork compliancy for all CONTRACTOR personnel. The assigned ATC shall understand the CLETS policies, Practices and Procedures Manual and comply with all of the Department of Justice guidelines. The ATC shall understand and comply with the Agency ATC Responsibilities guidelines, Exhibit B, attached hereto and incorporated herein by reference. This appointed staff member shall be the point of contact to the SHERIFF.

- B.3** In accordance with the State CLETS Policies, Practices, and Procedures Manual, and as designated by the State of California and the SHERIFF the CONTRACTOR shall be responsible for all security and privacy considerations relating to the use of the CONTRACTOR's terminal or terminals.
- B.4** The data provided to SHERIFF by the CONTRACTOR will be relevant to the criminal justice process. The completeness, accuracy, objectivity, and verifiability of information entered into the information system is paramount and the CONTRACTOR will cooperate with the regular auditing of the system in accordance with the California Department of Justice CLETS Policies, Practices, and Procedures Manual, to assure reliability of stored data. In addition, the procedures for maintaining and/or purging these records will be adhered to in order to enhance the reliability of all data.
- B.5** The CONTRACTOR is responsible to provide an audit trail of all CLETS entries made from all CONTRACTOR terminals accessing CLETS information through an established CAD-to-CAD connection.
- B.6** The CONTRACTOR agrees to cause employees; having access via the San Bernardino County IBM computer system to the Sheriff's Central Name Index (CNI), Jail Information Management System (JIMS) or any other Sheriff's Automated Systems, to complete security training before such access will be allowed. CONTRACTOR agrees to adhere to all State, COUNTY and Federal laws applicable to the confidentiality and the release of information.
- B.7** Each of the CONTRACTOR's employees requiring access to CNI must complete and sign a Central Name Index Authorization Statement, Exhibit A, attached hereto and incorporated herein by reference.

C. SHERIFF RESPONSIBILITIES

C.1 Access

SHERIFF's assigned Terminal Coordinator will review all applications for connection to the Telecommunications System, as well as requests to modify, move or increase the number of terminals in an existing agency.

C.2 Services Provided

SHERIFF agrees to furnish the CONTRACTOR access to such criminal offender record information and other criminal justice information as is made available to the State through the CLETS network and provide access to Sheriff's Automated Systems.

C.3 Equipment

The SHERIFF shall provide, maintain, operate, and manage equipment for an electronic data communications system in the San Bernardino County Sheriff's Data Center in order to provide the services specified in this contract. One or both of the following is required for CONTRACTOR to connect with the Sheriff's Message Switch computer:

C.3.1 A CAD to CAD interface or Terminal Browser Access

C.3.2 Connection to the County WAN

(NOTE: This contract does not include costs for equipment/services related to a private telecommunications connection. The WAN connection process and associated costs does not include a telecommunications connection at the local site and/or any additional equipment. CONTRACTOR shall be responsible for establishing its own telecommunications connection at the local site to the WAN connection.)

C.4 Support

SHERIFF shall render assistance to the CONTRACTOR in order to provide for timely, efficient, and accurate implementation of CAD/CLETS/RMS network operations.

C.5 The SHERIFF shall maintain records for auditing purposes on all CLETS entries in accordance with the Department of Justice mandates. **All CAD-to-CAD Contractors' will also be responsible for maintaining their CLETS data and providing an audit trail on all CONTRACTOR terminals and/or employees accessing CLETS information via the CAD-to-CAD connection.**

C.6 The SHERIFF reserves the right to suspend access to any information provided for in this contract, in accordance with the State CLETS Policies, Practices and Procedures Manual, when any rule, policy, or procedure adopted by SHERIFF, or approved by the NCIC or law of this county, state, or federal government applicable to the security and privacy of information is violated or appears to be violated by the CONTRACTOR.

D. CNI ACCESS LIMITATIONS

Access to the COUNTY's Sheriff Central Name Index (CNI) database is also limited, as follows:

D.1 In the interest of maintaining a regional criminal justice database, CONTRACTOR is granted inquiry capability to the COUNTY's Sheriff CNI database for law enforcement related data. The data accessed in CNI by the CONTRACTOR will be relevant to the criminal justice process. The CONTRACTOR will cooperate with regular auditing of the system to assure security of stored data.

D.2 CONTRACTOR agrees to require all employees who access CNI to complete and sign a Central Name Index Authorization Statement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

D.3 The Sheriff-Coroner or his representative will act as "Controller" facilitating the entry and retrieval of computerized CNI information.

E. TERM AND TERMINATION

The term of this contract shall be for a period commencing on July 1, 2014 and ending on June 30, 2017. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

F. FISCAL PROVISIONS

F.1 FEES

F.1.1 CLETS Teleprocessing Support/Maintenance Costs will be billed by SHERIFF.

F.1.2 CLETS Terminal Browser Access will be billed by SHERIFF.

F.1.3 Transaction Fees for Systems listed in #A-1.5, A 1.6, and A.1.9 indicated in Section A.1 above will be billed by SHERIFF; Systems listed in #A.1.10 - A.1.12 will be billed by ISD.

F.1.4 Connection to the County WAN will be billed by ISD and a one-time fee applies.

F.1.5 County WAN Access is provided for under a separate agreement with ISD and will be billed by ISD.

F.2 CONTRACTOR shall pay SHERIFF the sum of money per Schedule A attached hereto and incorporated herein by reference. SHERIFF shall invoice CONTRACTOR for the cost of

services quarterly in arrears. Payment shall be due within thirty (30) days from the date of each invoice. Basic installation of service will be provided by the SHERIFF. Installation fees, cost of additional services, equipment, related supplies and changes or modifications will be paid for by the CONTRACTOR. The total cost to provide, repair or replace machines, printers, and other equipment shall be the responsibility of the CONTRACTOR. Time costs, maintenance and diagnostic costs will be paid by the CONTRACTOR. Costs will be adjusted in the event of any level of service changes.

F.3 Schedule A reflects the rates in effect at the Execution of this agreement. SHERIFF shall have the right to adjust the contract rates annually and any subsequent rate change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30). Such rate change(s) is effected by the service provided during the prior calendar year and increased labor costs from Memorandum of Understanding changes, which increase labor costs. SHERIFF shall provide notice to CONTRACTOR of pending rate change(s) by providing CONTRACTOR with a revised Schedule A reflecting such rate change(s).

G. INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

H. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department
 Bureau of Administration
 P.O. Box 569
 San Bernardino, CA 92402-0569

City of Montclair
 Montclair Police Department
 4870 Arrow Highway
 Montclair, CA 91763-1211

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

I. ENTIRE AGREEMENT

This Contract, including all Exhibits and Schedule, which are attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. Any amendment to this contract shall be in writing signed by both parties.

In Witness Whereof, the parties have duly executed and delivered this Contract on the Execution Date.

City of Montclair
Montclair Police Department

San Bernardino County Sheriff's Department

Paul M. Eaton
Mayor

Sheriff-Coroner or authorized designee's signature

Date

Name of person signing Agreement (print or type)

Title

Date

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

SCHEDULE 'A'

CITY OF MONTCLAIR, MONTCLAIR POLICE DEPARTMENT

FY 2014-15 *

**COST SCHEDULE
CHARGES FOR SHERIFF'S AUTOMATED SYSTEMS**

CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	<u>Annual Cost</u>
<u>Service</u>	
CLETS Teleprocessing Support/Maintenance Costs (\$50/Month)	\$600
CLETS Terminal Browser Access (\$10.50/Month/Terminal) (MT01 - MT02)	\$252
CLETS Transactions Cost (2013 data)	<u>\$1,703</u>
CLETS ANNUAL MAINTENANCE & SUPPORT COSTS:	\$2,555

QUARTERLY PAYMENT IN ARREARS FOR CLETS: **\$638.75**

ADDITIONALLY:

The Contractor shall be billed Transaction Fees on a monthly basis by County ISD in arrears resulting from use of the following systems:

- Sheriff's Department Jail Management System (JIMS)
- Sheriff's Central Name Index (CNI)
- Sheriff's Automated Warrants (SAW)

Property Evidence Tracking System (PETS): The Contractor shall be billed for the system transaction fees at the rate of 6 cents per transaction, billing by SHERIFF on a quarterly basis for actual usage in arrears and included with their quarterly bills for CLETS.

* The rates on this page are for the fiscal year 2014-15 only and will be adjusted each fiscal year.

EXHIBIT B**Automated Terminal Coordinator (ATC) Responsibilities**

San Bernardino County Sheriff's Department
Technical Services Division
CLETS Administration Section
655 East Third Street
San Bernardino, CA 92415-0061

Telephone: (909)387-4357
Fax: (909)387-3666

An Automated Terminal Coordinator (ATC) the key person chosen by his/her respective agency to serve as the coordinator with the San Bernardino County Sheriff's Department (usually the same person who serves as the CLETS Coordinator to the DOJ) on matters pertaining to CLETS contracts with the Sheriff's Department, CAD/RMS connections to the message switch, maintenance of the users database, as well as all other matters pertaining to the use of; CLETS, NCIC, NLETS, and the DOJ criminal justice data bases.

The ATC should be familiar with all aspects of the aforementioned items. The liaison's primary responsibilities include:

Administration/Record Keeping

- Coordinate and/or respond to CLETS related correspondence.
- Notify the Sheriff's Department of any changes in address, phone number, agency representatives, contracts, CAD/RMS connections, and other information pertaining to your agency.
- On a quarterly basis, ensure the accuracy of CLETS user security files within your agency, deleting/disabling users who are no longer employed. Report this information to the Sheriff's Department coordinator if you have a direct connection using their terminals.
- Ensure Management Control, Interagency Agreements, or Release of CLETS Information Agreements are on file and kept current with the signature of new agency heads, if applicable.
- Maintain a copy of all contractual agreements.

Policy

- Ensure compliance with CLETS, CJIS, NCIC, and NLETS policies and regulations.
- Ensure CLETS terminals, equipment, and messages are secure from unauthorized access.

System

- Maintain and have available a current system diagram.
- Maintain and have available a list of all Sheriff's Department CLETS terminal locations within the agency, identifying the location, ORI, and mnemonic assigned to the terminal.
- Coordinate any terminal access level changes, requests for additional CLETS mnemonics, and applications for upgrading service.

Training

- Advise terminal operators within your agency of the formats used on Sheriff's Department terminals within your agency.
- Determine the need to coordinate CLETS related training

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 14-42 WITH CONFIRE FOR
DISPATCH AND COMMUNICATION
SERVICES

DATE: June 16, 2014

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: FRD057

DEPT.: CITY MGR.

REASON FOR CONSIDERATION: At its meeting of December 16, 2013, the City Council approved Agreement No. 13-100 between the cities of Montclair and Upland for joint sharing of command staff and expansion of automatic and mutual aid through mutual agreement to vacate service boundaries. In addition, the City Council authorized the City Manager to negotiate an agreement with Consolidated Fire Agencies of San Bernardino County (CONFIRE) for dispatch and communication services in order to achieve the objectives set forth in Agreement No. 13-100.

A copy of proposed Agreement No. 14-42 between the City of Montclair and CONFIRE for dispatch and communication services and *Exhibit A: CONFIRE Dispatch Summary* are attached for the City Council's review and consideration.

BACKGROUND: Pursuant to Agreement No. 13-100, the cities of Montclair and Upland suspended service boundaries between both cities as a means to achieve and equilaterally share resources, improve service response, institute joint dispatching and communication services, expand operating borders, enhance training, increase mutual cooperation, reduce operating costs, and reduce requirements for personnel in specified service classifications.

Under the suspension of service boundaries concept or "boundary dropping," the cities of Montclair and Upland effectively operate as one fire service entity, resulting in a significant expansion of automatic and mutual aid between the two cities.

Essentially, implementation of boundary dropping allows the fire services of both cities to operate as one entity when it comes to assigning apparatus to emergency service calls. As part of the boundary drop concept, the closest apparatus to an emergency would be assigned regardless of political boundaries; however, in order for this to occur in an efficient and effective manner, dispatch services must be able to locate apparatus in a real time setting. The current provider of dispatch and communication services does not have the technological equipment available to provide such a service that would locate apparatus in a real time setting; and as a result, the boundary drop concept has not been fully implemented.

Prepared by: _____

M. STAATS

Reviewed and
Approved by: _____

[Signature]

Proofed by: _____

M. STAATS

Presented by: _____

Joint Dispatch Services

Pursuant to the terms and conditions of Agreement No. 13-100, Montclair and Upland mutually agreed to evaluate dispatch services to achieve seamless transition for the purpose of fully implementing the boundary drop concept. To achieve this objective, Montclair and Upland evaluated alternative approaches to providing dispatch services by considering implementation of a jointly shared dispatch center utilizing dispatch services provided through the Consolidated Fire Agencies of San Bernardino County (CONFIRE) and other available dispatch agencies capable of satisfactorily meeting dispatch service requirements.

In order to fully achieve the terms and conditions of Agreement No. 13-100, the City Managers of Montclair and Upland jointly elected to terminate dispatch services with Ontario Communication Division and transition to CONFIRE for dispatch services. Until a transition to CONFIRE can be completed by both Montclair and Upland, the boundary drop concept cannot be fully implemented.

Montclair and Upland previously contracted with Ontario Communication Division for dispatch and communication services. Under direction of the City Council, the City Manager notified Ontario Communication Division on December 19, 2013, of the City of Montclair's intent to terminate dispatch and communication services effective at midnight on June 30, 2014. Montclair had contracted with the City of Ontario for dispatch and communication services since 1965. The City of Montclair annually budgeted approximately \$182,961 for these services.

CONFIRE

CONFIRE is a multiagency fire, emergency medical service, and local government dispatch center located at the southwest end of Rialto Municipal Airport adjacent to the County Emergency Operations Center. CONFIRE's primary mission is to provide direct fire/EMS dispatch service 24 hours a day, seven days a week for the CONFIRE Joint Powers Authority as well as contracting fire agencies. CONFIRE presently provides dispatch services to Apple Valley Fire Protection District, Baker Ambulance, Barstow Fire Protection District, Big Bear City Fire Department, Big Bear Lake Fire Protection Department, Colton Fire Department, Redlands Fire Department, Rialto Fire Department, Running Springs Fire Department, Rancho Cucamonga Fire Protection District, Twentynine Palms Fire Department, San Bernardino County Fire Department, and San Bernardino County Transportation/Flood Control Department.

CONFIRE Technology. CONFIRE utilizes state-of-the-art computer systems running TriTech CAD with ProQA for emergency medical dispatching, Automatic Vehicle Location (AVL) software, integrated telephone systems running VESTA, and radio systems consisting of VHF and Motorola 800 MHz trunked Smartnet Systems. One of the main advantages, apart from larger economies of scale, provided by contracting with CONFIRE is the use of AVL software.

AVL software allows dispatchers to know where fire units are located in real time via a satellite surveillance system. This system allows for the closest fire unit available to be dispatched to an emergency regardless of jurisdictional geography. As part of the boundary drop concept, the use of AVL is necessary in order for the cities of Montclair and Upland to achieve reduced response times and allow the closest fire unit available,

regardless of jurisdiction, to respond to a fire or medical emergency—a main component of the boundary drop concept adopted pursuant to Agreement No. 13-100.

The term of proposed Agreement No. 14-42 shall commence on June 23, 2014 and shall continue thereafter until terminated by either the City of Montclair or CONFIRE. If either the City of Montclair or CONFIRE wishes to terminate the Agreement a notice of termination at least fourteen (14) months in advance must be given.

FISCAL IMPACT: Proposed Agreement No. 14-42 promotes fiscal and operational efficiencies within the fire service, improves access to service resources, and maintains and increases the quality of fire protection and emergency medical services offered by the cities of Montclair and Upland.

The proposed annual cost for the City of Montclair to migrate to CONFIRE for dispatch and communication services would be \$164,910 plus startup costs of \$14,320; however, given that both Montclair and Upland are contracting as a joint agency, the annual proposed cost is \$160,857 plus startup costs of \$14,320. Contracting with CONFIRE represents an annual \$3,730 cost savings to Montclair contracting as a single agency, and \$7,784 contracting as a joint agency. Montclair and Upland are each responsible for a first-year startup cost to migrate to CONFIRE. Montclair's share of the startup cost would be \$14,320.

CONFIRE will also collect 25 percent of the replacement value each year of network equipment used to connect to the City of Montclair's fire equipment including firewall, router and the mobile data computers in fire apparatus. These funds will be accounted for separately and used to replace the City of Montclair's fire network equipment every five years. The replacement value for network equipment is factored into the annual cost for contracting with CONFIRE for dispatch and communication services.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-42 with CONFIRE for dispatch and communication services.

Exhibit A: CONFIRE Dispatch Summary

UPLAND		\$ 314,117.72	\$ 25,200.00	\$ 339,317.72	<total from this chart
		RECURRING	ONE TIME	\$ 343,617.00	<from Rick Britt
A Dispatch Cost		\$ 291,088.00		\$ (4,299.28)	
B Connectivity (CCC > UPL)					
-Router (one time)			\$ 3,000.00		
-Firewall (one time)			\$ 4,000.00		
-Circuit (recurring)		\$ 4,800.00			
-Router Replacement (recurring)		\$ 625.00			
-Firewall Replacment Annually (recurring)		\$ 1,000.00			
C Telestaff					
D Image Trend					
-CAD to ICEMA interface		\$ 189.63			
-CONFIRE host ImageTrend					
-UPL Telestaff into CCC Image Trend (one time)			\$6,000		
-UPL Telestaff into CCC Image Trend (recurring)		\$1,200			
E Mobile Data Computers (MDC)					
-10 MDCs (one time)			\$ 12,200.00		
-Yearly recurring		\$ 15,215.09			

MONTCLAIR		\$ 160,857.00	\$ 14,320.00	\$ 175,177.00	<total from this chart
		RECURRING	ONE TIME	\$ 174,608.63	<from Rick Britt
A Dispatch Cost		\$ 159,042.00		\$ 568.37	
B Connectivity (CCC > UPL)					
-Router (one time)			\$ 3,000.00		
-Firewall (one time)			\$ 4,000.00		
-Circuit (recurring)		\$0			remove circuit costs will use MTC circuit
-Router Replacement (recurring)		\$ 625.00			
-Firewall Replacment Annually (recurring)		\$ 1,000.00			
C Telestaff					
D Image Trend					
-CAD to ICEMA interface		\$ 190.00			
-CONFIRE host ImageTrend					
-MTC Telestaff into CCC Image Trend (one time)			\$0		
-MTC Telestaff into CCC Image Trend (recurring)		\$0			
E Mobile Data Computers (MDC)					
-6 MDCs (one time)			\$ 7,320.00		
-Yearly recurring		\$0			MTC to handle first year of maintenance

5/19/14 - confirmed numbers from previous discussion with Rick Britt
verified by Mayhew/Jackson/Acosta at MTC Sta 151 5pm meeting

CONFIRE JOINT POWERS AUTHORITY

COMMUNICATIONS AGREEMENT (PUBLIC AGENCIES)

This COMMUNICATIONS AGREEMENT ("Agreement") is entered into this ____ day of June, 2014, by and between Consolidated Fire Agencies ("CONFIRE JPA"), a California joint powers authority, and the City of Montclair, a California municipal corporation ("Contracting Agency" or "City"). CONFIRE JPA and Contracting Agency are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. CONFIRE JPA is a joint powers authority formed under the Joint Exercise of Powers Act (Government Code § 6500 *et seq.*) to provide public safety communications and other related functions for the mutual benefit of its member agencies.

B. CONFIRE JPA is authorized under state law, its governing documents and by its Board of Directors to provide emergency dispatching and other related communication services to other governmental units by contract.

C. Contracting Agency is a public agency that performs fire protection, emergency medical services ("EMS"), and related functions and is authorized to contract with other public agencies, including but not limited to, emergency dispatching and other related communication services.

D. It is the desire and intent of the Parties hereto that CONFIRE JPA shall provide fire, rescue, and emergency medical dispatching services where applicable, to Contracting Agency for which Contracting Agency shall compensate CONFIRE JPA for its fair share of those services as specified in this Agreement.

E. The Contracting Agency is authorized under the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code Section 1797, *et seq.* (the "EMS Act"), as well as California Health and Safety Code Section 13860 *et seq.* to provide fire protection and prehospital emergency medical services within its City Boundaries, and to contract for or provide emergency communication dispatch services.

F. Prior to June 1, 1980, and adoption of the EMS Act, the City has continuously and without interruption provided or contracted for fire protection and prehospital emergency medical services including emergency communication dispatch services within its City Boundaries.

G. The City reserves all rights and privileges (expressly assigned and presumed) relating to all prehospital emergency medical services including emergency communication dispatch services by the authority of Section 1797.201 of Division 2.5 of the California Health and Safety Code.

Now, therefore, the Parties agree as follows:

1. **DEFINITIONS**

"Additional Services" – All services not otherwise covered by the Standard Dispatching Services.

"Agency Specific Equipment" – All equipment that is used specifically by the Contracting Agency and supported by the CONFIRE JPA.

"CAD System" – Computer Aided Dispatch System is a combination of computer hardware and software, which enables the dispatchers to monitor, dispatch, and track multiple fire and EMS units at the same time. It also stores all electronic data associated with the units.

"Common Equipment" – All equipment that is used to provide dispatch services to all agencies. This equipment is typically located at CONFIRE JPA and is shared by all agencies receiving the service.

"EMD Protocols" – The Emergency Medical Dispatch protocols (known as the "EMD Protocols") are a system of structured questions and instructions, which aid the dispatcher in correctly identifying the nature of the emergency and providing pre-arrival instructions to the caller prior to the arrival of the paramedics. The protocols used are published and maintained by the Medical Priority Dispatch System and each call taker and dispatcher must be certified by the National Academy of Emergency Medical Dispatch.

"Motorola SIMS" – The Motorola System Information Management System provides a connection between the CAD and the 800 MHz radio system. It allows alerting and status changes to be passed between the two systems.

"Primary PSAP" – The Primary Public Safety Answering Point is the law enforcement agency dispatch center that receives emergency calls from the public via the 911 emergency phone system for the Contracting Agency's geographical area.

"Standard Dispatching Services" - All services which are included in the standard agreement that all contracting agencies receive under the standard fee structure. The list of included services are set forth in Section 3 below.

2. **TERM**

The term of this Agreement shall commence on June 23, 2014, and shall continue thereafter until terminated by either Party as provided forth herein. The Parties understand and agree that the communications system size *and* associated costs are related to the participation and use of the communications system, and therefore, if

either Party desires to terminate the contract for convenience, the terminating Party shall provide notice of termination at least sixty (60) days prior to the start of the next fiscal year in which the Party wants to terminate the Agreement, and provided further that the effective date of termination shall be no sooner than twelve (12) months from the start of said fiscal year (a minimum of a fourteen (14) month notice, coterminous with a fiscal year), before termination of this Agreement. Such notice is to be submitted in writing to the other Party at the address set forth in Paragraph 18 herein.

3. **CONFIRE JPA'S RESPONSIBILITIES**

CONFIRE JPA shall provide to Contracting Agency the following Standard Dispatching Services:

- A. Provide emergency fire, rescue, and ambulance dispatching services to Contracting Agency on a 24 hours per day basis, seven days a week.
- B. Answer emergency telephone calls for service from the public and perform certified EMD protocols when appropriate. Calls for service are to be received from the Primary PSAP or other authorized reporting agency.
- C. CONFIRE JPA will alert the appropriate station, personnel, and apparatus to respond with the appropriate equipment to emergency calls for service. The primary modes of alerting are: Motorola 800 MHz SIMS, voice delivered over an 800 MHz trunked radio system, 900 MHz paging, and a station printer data stream delivered over a circuit.
- D. Maintain an audio recording of all requests for emergency service and the primary radio traffic associated with the emergency incident. Recording for most of the tactical radio traffic is also recorded.
- E. Maintain an incident record stored in the CAD system which includes information related to the incident that includes reported times, location, nature of emergency, call-back number, units responding to the incident, and any other data recorded electronically during the incident.
- F. Provide trained and certified staff, supervision, and management personnel to support the services CONFIRE JPA provides. CONFIRE JPA shall employ only competent and qualified personnel who serve the public in a courteous, helpful, and professional manner.
- G. Provide ongoing Geofile maintenance services to the Contracting Agency to ensure the accuracy of the geographic information in CAD. This will include, but not be limited to updating of the Street Network, modification of response areas and ambulance overlays, and other Geofile services necessary to provide dispatching services.

- H. Provide GIS mapping services to the Contracting Agency necessary to maintain or achieve certain levels of service. These mapping services are to be provided in a manner that is proportionate with the Contracting Agency's membership contribution. This will include response maps, special agency study maps, and all other maps as may be required by the Contracting Agency for normal operations.
- I. CONFIRE JPA will make available to the Contracting Agency the CONFIRE Fire Response Map Book. This is a map book of the Contracting Agency's immediate area of responsibility and adjacent jurisdictions. The map book pages and Thomas Brothers Map Book will be the only map pages referenced in the dispatching process.
- J. Provide the Contracting Agency with monthly reports showing the number and types of calls for service for the Contracting Agency. In addition, CONFIRE JPA agrees to provide such other statistical information as may be required by the Contracting Agency. Such statistical information, and all reports, maps and studies defined and/or referenced in this Agreement shall be provided to the Contracting Agency as soon as reasonably possible, but no later than thirty (30) days after such a request has been made unless such a request exceeds the proportionate amount of staff resources available as based on the Contracting Agency's membership contribution.
- K. Upon execution of this Agreement, provide all common equipment and support required to deliver the services CONFIRE JPA provides. In the event that any equipment and materials provided by CONFIRE JPA to the Contracting Agency fail or do not perform properly and to the satisfaction of the Contracting Agency, CONFIRE JPA shall immediately replace such equipment to the Contracting Agency's satisfaction.
- L. CONFIRE JPA will collect 25 percent of the replacement value each year of network equipment used to connect to the Contracting Agency's equipment including firewall, router and the MDCs in the apparatus. These funds will be accounted for separately and used to replace Contracting Agency's equipment every five years.

In the event that funds collected and accruing to the Contracting Agency's network equipment account are in excess of what is required for capital purchase of equipment, CONFIRE JPA will credit the difference against the projected collection of funds for the succeeding network equipment collection period.

In the event that funds collected and accruing to the Contracting Agency's network equipment account are insufficient for what is required for capital purchase of equipment, CONFIRE JPA will assess the Contracting

Agency the necessary required charge to complete the capital equipment purchase or, at the Contracting Agency's selection, increase the projected collection of funds for the succeeding equipment collection period.

4. **CONTRACTING AGENCY'S RESPONSIBILITIES**

Contracting Agency shall comply with the following terms and conditions:

- A. Comply with CONFIRE JPA policies and procedures, including all information technology security policies applicable to the services provided by CONFIRE JPA under this Agreement provided that said policies and procedures are not in conflict with Contracting Agency's own policies and procedures. CONFIRE JPA shall provide all applicable policies and procedures to Contracting Agency immediately upon execution of this Agreement.
- B. Comply with the latest technology directives as they are provided by CONFIRE JPA.
- C. Maintain all CONFIRE JPA owned-equipment according to the specifications and requirements of CONFIRE JPA.
- D. Maintain all radio and pager frequencies as required by CONFIRE JPA.
- E. Pay the fees and costs for any Additional Services requested of CONFIRE JPA by the Contracting Agency that are beyond the Standard Dispatching Services as defined in Section 3 above.
- F. Pay for any additional costs that are specifically accounted for by, and accruing to, CONFIRE JPA that are the result of a direct failure of the Contracting Agency to comply with the terms and conditions of this Agreement.
- G. Pay all costs of telephone service to the Contracting Agency, and any foreign exchange telephone service, utilized for emergency numbers to COMMCENTER. The telephone bills will be paid directly to the appropriate telephone company(ies) by the Contracting Agency. The Contracting Agency has the option to use the countywide emergency number (909-822-8071 or 800-340-9110) at no additional charge as a backup to the Emergency 9-1-1 System.
- H. For proven misuse of Common Equipment and/or Agency Specific Equipment, Contracting Agency shall pay pro-rated equipment replacement costs as properly accounted for by the CONFIRE JPA. The pro-rated cost shall be based on the actual cost of the original equipment,

minus its depreciated value, which shall be calculated based on twenty-five percent (25%) for each full or partial year of operation and use.

5. **EQUIPMENT**

All equipment owned by the Contracting Agency will remain the property of the Contracting Agency. All equipment owned by CONFIRE JPA will remain the property of the JPA. The maintenance of the equipment will be the responsibility of the entity holding ownership of the equipment.

6. **RADIO TALKGROUPS AND FREQUENCIES**

The Contracting Agency is authorized to use CONFIRE's radio talkgroups and frequencies by virtue of this Agreement. Authorization for use of these frequencies and talkgroups, shall terminate upon termination of this Agreement. The intent is to keep primary dispatching and communications on existing CONFIRE JPA frequencies and talkgroups.

7. **ADDITIONAL SERVICES**

Contracting Agency may choose to participate in other Additional Services offered by CONFIRE, including information technology services. All such Additional Services are billed on a 'cost-share' basis for those agencies specifically participating in the added service. Any Additional Services that have been selected by the Contracting Agency are set forth in Exhibit "A."

8. **COST FOR SERVICES**

The CONFIRE JPA Administrative Committee directs the preparation of and approves the proposed annual CONFIRE JPA budget for submission to the Board of Directors for final approval. This budget includes the operating, infrastructure, and management information system ("MIS") costs relating to providing the services described above and to various Pass Thru costs that are specific to each agency (referred to herein as "Cost for Services" and further defined in Exhibit "A" attached hereto and incorporated herein.). The approved Cost for Services including cost for Additional Services shall be delivered in writing to the Contracting Agency no later than April 15th of each year. Any escalation in cost of services to the Contracting Agency shall, to the extent practical, be based on actual expenses for the year just ending, plus adjustments based on the projected cost to provide services for the succeeding year.

9. **COMPENSATION**

In consideration for the above mentioned services, the Contracting Agency agrees to pay CONFIRE JPA, on a quarterly basis for services rendered during the previous quarter, the sum on the above Cost For Services payments due and payable on receipt and due within thirty (30) days from the date invoiced. If the Contracting Agency has

not made payment within sixty (60) days after billing, simple interest on the unpaid balance shall be paid at the rate of one percent (1%) per month until payment has been made.

10. **TEMPORARY DISRUPTION OF SERVICE**

In the event of temporary complete disruption of service by CONFIRE JPA, Contracting Agency has the right to assume dispatch functions at their discretion. As used herein "temporary" means a period of time not to exceed twenty-four (24) hours from the time such service disruption occurs. If disruption occurs beyond twenty-four (24) hours, Contracting Agency shall not be charged for those days during the complete disruption period of time. A complete disruption shall mean all communication services by CONFIRE JPA, including all backup methods, systems and protocols have become unavailable.

11. **MUTUAL COVENANTS**

The Parties to this Agreement mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of good faith and fair dealing.

12. **MUTUAL INDEMNIFICATION**

CONFIRE JPA shall indemnify, defend and hold harmless the Contracting Agency, and any and all of its employees, officials, and agents, from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, occurring or resulting from the active negligent or wrongful acts or omissions of CONFIRE JPA's officers, agents, volunteers or employees arising out of, or in any way attributable to, the performance of this contract. CONFIRE JPA shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act of civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control.

The Contracting Agency shall indemnify, defend and hold harmless CONFIRE JPA, and any and all of its employees, officials, and agents, from and against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, insofar as it may legally do so, occurring or resulting from the active negligent or wrongful acts or omissions of the Contracting Agency's officers, agents, volunteers or employees arising out of, or in any way attributable to, the performance of this Agreement. Contracting Agency shall not be held responsible or liable for any loss, damage, detention or delay caused by strike, lockout, fire, flood, act

of civil or military authority, insurrection or riot, or by any other cause which is not foreseeably within its control.

13. **LEGALITY AND SEVERABILITY**

The Parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If any provision of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement.

14. **ATTORNEY FEES AND COSTS**

If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

15. **INSURANCE**

- A. Each Party shall carry \$1,000,000/\$2,000,000 (occurrence/general and product/completed operations aggregate) of commercial general liability coverage and each Party agrees to give the other, its directors officers, employees, or authorized volunteers insured status under its policy using ISO endorsement CG 2010 or equivalent and to provide a certificate of insurance and additional insured endorsement.
- B. Each Party shall carry Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- C. Each Party shall carry Automobile Liability Insurance with coverage at least as broad as ISO Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

16. **GOVERNING LAW/VENUE**

This Agreement shall be governed by the laws of the State of California. The venue of any action or claim brought by any Party to this Agreement will be the Superior Court of California, County of San Bernardino. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.

17. **INFORMAL DISPUTE RESOLUTION**

In the event the Contracting Agency determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

18. **NOTICE**

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose.

CONFIRE JPA:

Attn: Communications Director
1743 Miro Way
Rialto, CA 92376

Contracting Agency:

City of Montclair
5111 Benito Street
Montclair, CA 91763
Attn.: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

19. **ASSIGNMENT OR TRANSFER.**

Neither Party shall assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the other Party.

20. **SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding on the successors and assigns of the Parties.

21. **AMENDMENT; MODIFICATION.**

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

22. **WAIVER.**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

23. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

24. **TIME OF ESSENCE.**

Time is of the essence for each and every provision of this Agreement.

25. **INTERPRETATION.**

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall not be construed strictly for or against any Party; but, to the extent possible, to the mutual benefit and satisfaction of both Parties, according to the fair meaning, spirit, and intent of the Agreement. Both Parties have an obligation to mutually meet in order to confidently and cooperatively attempt to address and resolve any disputes. Both Parties may mutually agree to submit disputes to nonbinding mediation before a third party selected by, and agreeable to both Parties. In the event both Parties are unable to agree or otherwise come to terms regarding any outstanding dispute, both Parties mutually agree to work cooperatively to effectuate a transition away from, and termination of services as defined herein.

26. **NO THIRD PARTY BENEFICIARIES.**

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

27. **AUTHORITY TO ENTER AGREEMENT.**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

28. **COUNTERPARTS.**

This Agreement may be signed in counterparts, each of which shall constitute an original.

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**CONFIRE JOINT POWERS AUTHORITY
COMMUNICATIONS AGREEMENT (PUBLIC AGENCIES)**

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MONTCLAIR

CONFIRE JPA

Paul M. Eaton
Mayor

Jeff Frazier
CONFIRE Administrative Chair

ATTEST:

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Brian Acosta
Interim CONFIRE
Communications Director

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

Exhibit "A"

TYPES AND COSTS FOR SERVICES

A. TYPES OF SERVICES:

<u>TYPE</u>	<u>NOTES</u>
✓ Standard Services	BASE COST
✓ Telestaff Options	ADDITIONAL COST
✓ ImageTrend RMS Options	ADDITIONAL COST
☐ Smartphone Options	ADDITIONAL COST
✓ Mobile Data Computer (MDC) Options	ADDITIONAL COST
✓ Automated Vehicle Location (AVL) Options	ADDITIONAL COST
✓ Desktop Support Options	ADDITIONAL COST
☐ Tablet PC Options	ADDITIONAL COST

B. DEFINITIONS

1. Standard Dispatching Services:
 - a. See Section 3 of Agreement.

2. Telestaff Options:
 - a. Fully host the application and server, provide Citrix connectivity, and support.
 - b. CONFIRE JPA to provide and support the data link to ICEMA's ImageTrend RMS.

3. ImageTrend RMS Options:
 - a. Contracting Agency host their own Telestaff Server and CONFIRE JPA provides and supports the data link to CONFIRE JPA ImageTrend RMS.
 - b. Fully host the application and server and provide support for both.
 - c. Provide and support data link from CONFIRE JPA Telestaff to CONFIRE JPA ImageTrend RMS.
 - d. Provide and support data link from CAD to CONFIRE JPA ImageTrend RMS.

4. Smartphone Options:
 - a. CONFIRE JPA manage device and provide support.
 - b. Contracting Agency manage device and CONFIRE JPA provide limited support.

5. Mobile Data Computer (MDC) Options:
 - a. CONFIRE JPA manage and support the MDC.

- b. Contracting Agency manage the MDC with limited CONFIRE JPA support.
 - c. CONFIRE JPA provide and manage the wireless connection.
 - d. Contracting agency provide the wireless connection with limited CONFIRE JPA support.
 - e. Utilize the "Agency Option" for the Contracting Agency's MDCs.
6. Automated Vehicle Location (AVL) Options:
- a. CONFIRE JPA provide modem and support.
 - b. Contracting Agency provide modem and CONFIRE JPA provides limited support.
7. Desktop Support Options:
- a. CONFIRE JPA to provide Contracting Agency with complete desktop support to include email, server maintenance, backup services, and manage the software and hardware on the desktop or laptop. Contracting Agency must fully participate in the equipment replacement program.
8. Tablet PC Options:
- a. CONFIRE JPA manage and support the Tablet PC.
 - b. Contracting Agency manage the Tablet PC with limited CONFIRE JPA support.
 - c. CONFIRE JPA provide and manage the wireless connection.
 - d. Contracting agency provide the wireless connection with limited CONFIRE JPA support.

C. CONFIRE JPA OPERATING AND EQUIPMENT REPLACEMENT COSTS:

The operating and equipment replacement costs for services provided includes all costs associated with this Agreement with the exception of the Pass Thru Costs.

**Operating and Equipment Replacement Costs July 1, 2014 thru June 30, 2015:
\$175,177.**

D. PASS THRU COSTS:

Pass Thru costs are those County of San Bernardino ("County") costs that are billed to CONFIRE on behalf of the Contracting Agency and passed thru to the Contracting Agency. Both parties agree that the Contracting Agency may elect to either pay the Pass Thru costs to CONFIRE for payment to the County or directly to the County. Contracting Agency understands and agrees that any future Pass Thru cost increases from the County remain the responsibility of the Contracting Agency including, but are not limited to, radio and pager costs in which the rates and charges are established and administered by the San Bernardino County Information Services Division.

All costs for this Agreement will be delivered to the Contracting Agency prior to July 23, 2014. No other costs for services are due to CONFIRE JPA pursuant to this Agreement except for telephone services charges and other charges as set forth in paragraph 4 of the Agreement.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-43, A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTCLAIR AND SAN BERNARDINO PUBLIC EMPLOYEES ASSOCIATION	DATE: June 16, 2014 SECTION: AGREEMENTS ITEM NO.: 6 FILE I.D.: SBP100 DEPT.: ADMIN. SVCS.
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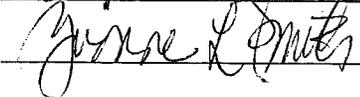
REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-43, a Memorandum of Understand between the City of Montclair and the San Bernardino Public Employees Association (SBPEA).

A copy of proposed Agreement No. 14-43 is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and SBPEA have reached agreement on the provisions related to the terms and conditions of employment. Proposed Agreement No. 14-43 shall be effective upon date of ratification by the City Council for the period July 1, 2013, through June 30, 2014. After June 30, 2014, the existing terms, conditions, and provisions of proposed Agreement No. 14-43 shall remain in effect; and City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in proposed Agreement No. 14-43.

Following is a summary of the changes in proposed Agreement No. 14-43 related to the terms and conditions of employment:

- Article 5: Addition of Finance Supervisor, Plans Examiner, and Secretary to the Executive Director of Public Safety classifications.
- Article 8 (Section 8.01): This change relates to the one-time stipend payment of \$1,500 provided to employees represented by SBPEA during Fiscal Year 2013-14.
- Article 15 (Section 15.01): The change relates to the establishment of a 1,000 hour sick leave accrual cap effective February 1, 2014, for members represented by SBPEA.
- Article 32 (Section 32.02): The change relates to an increase in the Service Award Program awards for employees represented by SBPEA:

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

City of Montclair
Service Award Program

<i>Years of Service</i>	<i>Current Award</i>	<i>Amended Award</i>
5	\$100	\$ 200
10	\$200	\$ 400
15	\$300	\$ 600
20	\$400	\$ 800
25	\$500	\$1,000
30	\$500	\$1,000
35	\$500	\$1,000
40	\$500	\$1,000

- Article 42 (Section 42.04): The change relates to designating the classifications of Finance Supervisor and Secretary to the Executive Director of Public Safety as confidential employees.
- Article 44: The change relates to the term of proposed Agreement No. 14-43.

FISCAL IMPACT: There would be no fiscal impact associated with ratifying proposed Agreement No. 14-43 between the City of Montclair and SBPEA other than what has been included in the Fiscal Year 2013-14 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-43, a Memorandum of Understanding between the City of Montclair and the San Bernardino Public Employees Association.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 14-44 WITH CHAFFEY JOINT
UNION HIGH SCHOOL DISTRICT FOR
LAW ENFORCEMENT SERVICES DURING
FISCAL YEAR 2014-15

DATE: June 16, 2014
SECTION: AGREEMENTS
ITEM NO.: 7
FILE I.D.: SCH125/350
DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-44 with Chaffey Joint Union High School District to continue the Safe School Zone Officer assignment at Montclair High School.

A copy of proposed Agreement No. 14-44 is attached of the City Council's review and consideration.

BACKGROUND: Since 1995, the Montclair Police Department has provided the community with the services of a Safe School Zone Officer at Montclair High School.

Pursuant to the terms of proposed Agreement No. 14-44, Chaffey Joint Union High School District would pay \$64,000 toward the cost of a Safe School Zone Officer. The Police Department would be obligated to provide an on-campus presence for eight hours each school day. Our experience has shown an Officer's presence has a positive impact at the high school with little change to the allocation of patrol resources.

FISCAL IMPACT: Should the City Council approve this item, Chaffey Joint Union High School District would pay \$64,000 toward the salary of the Safe School Zone Officer during Fiscal Year 2014-15.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-44 with Chaffey Joint Union High School District for law enforcement services during Fiscal Year 2014-15.

Prepared by:

Rudolph B...
Sharon Aguirre

Reviewed and
Approved by:

M. de Boer
[Signature]

Proofed by:

Presented by:

**AGREEMENT
FOR SPECIALIZED LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into this 1st day of July, 2014 by and between the City of Montclair (hereinafter referred to as CITY) and the Chaffey Joint Union High School District (hereinafter referred to as DISTRICT), both of whom understand as follows:

WITNESSETH

WHEREAS, the following services are to be performed subject to the conditions hereinafter set forth:

NOW, THEREFORE in consideration of these services and mutual conditions hereinafter provided, the parties hereto agree as follows:

- A. Beginning with the school year through the end of the school year, the CITY will perform specialized law enforcement services for the DISTRICT at and about the campus of Montclair High School. It is understood that these services are to be provided, to the extent possible, on regularly scheduled school days between 7:00 a.m. and 4:00 p.m., and during mutually agreed upon "in-service" or familiarization periods.
 - 1. It is acknowledged that the provision of services may be interrupted by the normal working conditions experienced by law enforcement agencies, which include, but are not limited to: employee illness, court appearances, training requirements, prisoner transportation, emergency circumstances taxing on other departmental resources, etc. Should the interruption of services, for any reason, extend beyond four successive days, the CITY shall meet its obligation through the assignment of an alternate sworn employee.

- B. This Agreement will allow the CITY, through its Police Department, to provide the following specialized law enforcement services to the DISTRICT:
 - 1. One Sworn Community Oriented Officer, known as a Safe School Zone Officer, shall, through random patrol and their on-campus presence, strive to maintain a crime-free zone on and around each school campus.
 - 2. Through the Safe School Zone Officer, provide a consistent and timely response to calls for assistance from the high school or concerning students from the high school.
 - 3. Through the Safe School Zone Officer, provide a consistent liaison for the high school administration on law enforcement matters.

4. Through the Safe School Zone Officer, provide resources and materials necessary for classroom presentations on law enforcement matters.
 5. Through the Safe School Zone Officer, maintain a physical presence on campus during the hours of approximately 7:00 a.m. and 4:00 p.m. on each school day subject to possible interruptions as described in paragraph A(1) above. While on campus, the role of the officer is to:
 - a. Act as a positive role model for students.
 - b. Facilitate a positive and interactive student/law enforcement relationship.
 - c. Maintain a proactive stance toward crime prevention and order maintenance.
 - d. Act as first responder to criminal conduct or order maintenance issues occurring on or about the high school campus.
 - e. Within the confines of the law, act as information resource for school administrators on matters of mutual concern.
- C. In addition to the above, beginning with the summer session of 2014, the Safe School Zone Offices will provide similar services to the high school, adjusting the hours to the school schedule.
1. One Safe School Zone Officer will maintain a physical presence on campus each day during the regularly scheduled school hours.
- D. In consideration for providing these services, the DISTRICT will pay to the CITY a total of \$64,000 invoiced in two equal \$32,000 amounts; the first during November 2014, and the second due in May 2015.
- E. It is understood by both parties that the Safe School Zone Officers or other CITY officers providing this service shall remain CITY's employee at all times. As such, the CITY shall be responsible for all employment costs, supervision, control, and assignment of said officers.
- F. This Agreement is not assignable, either in whole or in part, by DISTRICT without the prior written consent of the CITY. The laws of the State of California shall govern the rights, obligation, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of the Agreement, if in dispute.

TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement shall end on May 21, 2015, unless extended by both the CITY and DISTRICT. The CITY or DISTRICT may terminate all or any portion of this Agreement at any time upon providing a thirty (30) day written notice delivered to the addresses below. In the event the Agreement is terminated by either party prior to May 21, 2015, DISTRICT shall pro-rate its final payment for services rendered at \$5,500 per month.

CITY: City of Montclair
5111 Benito Street
Montclair, California 91763

DISTRICT: Chaffey Joint Union High School District
211 West Fifth Street
Ontario, California 91762

INDEMNIFICATION

DISTRICT shall defend, indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of DISTRICT under this Agreement.

CITY shall defend, indemnify and hold harmless the DISTRICT, its elective and appointive boards, officers, agents, and employees from all liability from loss, damage, or injury to persons or property, in any manner arising out of any negligent or intentional or willful acts or omissions of CITY under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

CITY OF MONTCLAIR

Paul M. Eaton,
Mayor

ATTEST:

Yvonne L. Smith,
Deputy City Clerk, City of Montclair

CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT

Timothy Ward,
Assistant Superintendent

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-45 WITH SAN BERNARDINO COUNTY FOR USE OF THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT WEAPONS FIRING RANGE AND LIVE FIRE HOUSE	DATE: June 16, 2014
	SECTION: AGREEMENTS
	ITEM NO.: 8
	FILE I.D.: PDT725
	DEPT.: POLICE

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-45 for use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House by members of the Montclair Police Department.

A copy of proposed Agreement No. 14-45 is attached for the City Council's review and consideration.

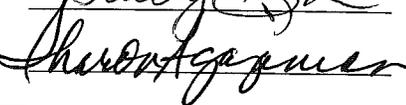
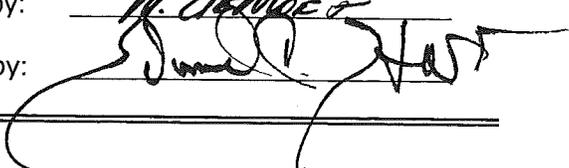
BACKGROUND: The San Bernardino County Sheriff's Department maintains a Weapons Firing Range and Live Fire House at Frank Bland Regional Training Center in the City of Devore. The Sheriff's Department makes the facility available to regional jurisdictions for a fee. Staff does not anticipate utilizing the facility; however, should the Police Department's firearms shooting range become inoperable, staff could utilize the Sheriff's Department Range and Live Fire House on an as-needed basis to complete mandatory range training sessions.

Proposed Agreement No. 14-45 details the terms of use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House by members of the Montclair Police Department.

Proposed Agreement No. 14-45 would become effective on the date of execution by the San Bernardino County Board of Supervisors and would remain in effect until June 30, 2017. The Agreement would be subject to termination at any time, with or without cause, by either party upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination.

FISCAL IMPACT: The San Bernardino County Sheriff's Department charges \$160 for one-half day of training (up to four hours) and \$320 for a full day of training (more than four hours) on an as-used basis. Should the City Council approve proposed Agreement No. 14-45, costs incurred for use of the Range and Live Fire House would be charged to the Police Department's Fiscal Year 2014-15 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-45 with San Bernardino County for use of the San Bernardino County Sheriff's Department Weapons Firing Range and Live Fire House.

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

**AGREEMENT FOR USE OF SAN BERNARDINO COUNTY SHERIFF DEPARTMENT'S
WEAPONS FIRING RANGE FACILITIES**

This agreement is made and entered into on this _____ day of _____, 20____, (the "Execution Date"), by and between City of Montclair, Montclair Police Department (hereinafter the "CONTRACTOR") and the County of San Bernardino (hereinafter the "COUNTY").

WHEREAS, the COUNTY operates a Weapons Firing Range (Range) and a Live Fire House (LFH), located at the Frank Bland Regional Training Center; **AND**

WHEREAS, the CONTRACTOR desires to enter into a contract for the use of said Weapons Firing Range for the purpose of firearms training or periodic chemical agent (tear gas) training and/or periodic firearms qualification shoots and of said Live Fire House for the purpose of firearms training;

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall make use of the Range and the Live Fire House at approximately quarterly intervals during each contractual year. CONTRACTOR shall be provided access to the Range as many times as required to ensure that all CONTRACTOR's law enforcement personnel and/or students have successfully completed qualifying shoots and/or training sessions. Use of the Range shall take place during normal Range operating hours, at times and dates specified by the Sheriff's Range Master and/or Range Safety Officer. Available Range facilities shall include, but are not limited to, the following: pistol range, rifle range, and classroom facilities.
- A.2** CONTRACTOR shall coordinate with a designated COUNTY Range Safety Officer regarding the proper use of the Range and LFH facilities. CONTRACTOR shall ensure that all CONTRACTOR's personnel and students utilizing the Range or LFH are knowledgeable with regard to the proper use of Range and/or LFH facilities
- A.3** Use of the Live Fire House must be approved by the Sheriff's Range Master or designee to assure proper training and qualification and is limited to use by SWAT teams.
- A.4** Instructors must consult with the Sheriff's Range Safety Officer for an update of LFH procedures if a 12 month period of non-use has occurred.
- A.5** The CONTRACTOR shall supply, at no cost to the COUNTY, a qualified Range Master, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course, who shall personally supervise and control the course of training of CONTRACTOR's personnel and students at the Range and LFH, subject to oversight and approval of the Sheriff's Range Master and Range Safety Officer. CONTRACTOR shall always have at least two safety persons (approved by Sheriff Department's staff) per scenario on site at the LFH during any training activity. Depending upon the nature of the training activity, Sheriff's Range Master or Range Safety Officers or equivalent Range/LFH personnel may take direct control of the course of training of CONTRACTOR's personnel and students with the assistance of CONTRACTOR's Range Master.
 - A.5.1** All participants shall conduct themselves in accordance with Range Rules and Regulations, as detailed in Exhibit A and with Live Fire House Regulations and Safety Rules, as detailed in Exhibit B, attached hereto and incorporated herein by reference.
 - A.5.2** Violations of Range rules and regulations may result in immediate termination of CONTRACTOR's Range and LFH privileges.

- A.6** The CONTRACTOR shall limit the use of COUNTY Sheriff Department's Range and LFH facilities to those personnel and students currently employed or enrolled with CONTRACTOR at the time the Range or LFH is used.
- A.7** CONTRACTOR shall supply and bear the cost of all necessary supplies or equipment, necessary for shoots or training, above those detailed in the Schedule A attached hereto and incorporated herein by reference. CONTRACTOR shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the COUNTY.
- A.8** CONTRACTOR shall submit a course of fire to the Sheriff's Range Master or Range Safety Officer prior to CONTRACTOR's initial use of the Range or LFH facilities. CONTRACTOR shall submit a new course of fire prior to making any change in use of the Range or LFH facilities. CONTRACTOR shall also supply copies of all related certifications of all instructors/safety officers.
- A.9** CONTRACTOR shall supply the Range Master or Range Safety Officer with contact information for a lead instructor/Range Master.

B. TERM AND TERMINATION

The term of this contract shall be for a period commencing on the Execution Date and ending on June 30, 2017. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by CONTRACTOR or by SHERIFF upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

C. FISCAL PROVISIONS

- C.1** CONTRACTOR shall compensate the COUNTY at the rates detailed in the Schedule B attached hereto and incorporated herein by reference, per agency, based upon the actual number of hours per session. Sessions up to four hours will be considered a half day session. Sessions more than four hours will be considered a whole day session.
- C.2** Each CONTRACTOR Agency is responsible for session charges. If multiple agencies train together, the charges cannot be combined and will be separately billed.
- C.3** CANCELLATION POLICY: CONTRACTOR agrees to pay the full cost of any scheduled facility session according to the Schedule B charges for the specific time booked unless the reserved time has been cancelled within twenty-four (24) hours prior to the scheduled session time. CONTRACTOR may cancel scheduled session by calling the SHERIFF's Range office at (909) 473-2549.
- C.4** CONTRACTOR shall be billed in arrears on a quarterly basis. CONTRACTOR will submit payment to the Sheriff Department's Bureau of Administration for the costs billed.
- C.5** COUNTY shall have the right to renegotiate the rates for the Range facilities and supplies provided under this contract at the end of each fiscal year for the ensuing fiscal year. Any rate change shall be agreed to in writing by both parties in the form of an amendment to this contract.
- C.6** It shall be the sole responsibility of the CONTRACTOR to ensure that all shooters arrive for all shoots and/or training sessions. CONTRACTOR is required to submit a roster of individuals in attendance at Training Center.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS**D.1 Indemnification**

The CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CONTRACTOR's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. Provided, however, that this indemnity does not extend to any environmental hazards or risks.

D.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain endorsements naming the COUNTY and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

D.3 Waiver of Subrogation Rights

CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the CONTRACTOR and CONTRACTOR's employees or agents from waiving the right of subrogation prior to a loss or claim. The CONTRACTOR hereby waives all rights of subrogation against the COUNTY.

D.4 Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.

D.5 Severability of Interests

The CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the CONTRACTOR and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

D.6 Proof of Coverage

CONTRACTOR shall furnish Certificates of Insurance to the Sheriff's Department to the address referenced in Paragraph F. or third-party contractor working on behalf of the COUNTY, evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONTRACTOR shall maintain such insurance from the time CONTRACTOR commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the contract, the CONTRACTOR shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

D.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

D.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

D.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the CONTRACTOR or COUNTY payments to the CONTRACTOR will be reduced to pay for COUNTY purchased insurance.

D.10 Insurance Review

Insurance requirements are subject to periodic review by the COUNTY. The Direction of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the COUNTY.

- D.11** The CONTRACTOR agrees to provide insurance set forth in accordance with the requirements herein. If the CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

For CONTRACTORS which are considered self-insured public entities: Both CONTRACTOR and COUNTY are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. CONTRACTOR and COUNTY warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

For CONTRACTORS which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, the CONTRACTOR shall secure and maintain throughout the contract the following types of insurance with limits as shown:

D.11.1 Workers' Compensation Liability - A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the CONTRACTOR and all risks to such persons under this contract.

D.11.2 Commercial/General Liability Insurance - The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

D.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

D.12 Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

E. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department
Bureau of Administration
P.O. Box 569
San Bernardino, CA 92402-0569

City of Montclair
Montclair Police Department
4870 Arrow Highway
Montclair, CA 91763

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

F. ENTIRE AGREEMENT

This contract, including all Exhibits and Schedules, which are attached hereto and incorporated by reference, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. Any amendment to this Contract shall be in writing signed by both parties. This Contract is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

In Witness Whereof, the parties have duly executed and delivered this Contract on the Execution Date.

**City of Montclair
Montclair Police Department**

San Bernardino County Sheriff's Department

**Paul M. Eaton
Mayor**

Sheriff-Coroner or authorized designee's signature

Date

Name of person signing Agreement (print or type)

Title

Date

SCHEDULE A

SUPPLIES AND SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT FOR USE OF THE RANGE FACILITIES:

- 1. Target backing.**
- 2. Target frames (stands).**
- 3. Gun cleaning supplies and a designated area for gun cleaning.**

ADDITIONAL INFORMATION:

- CONTRACTOR will provide targets (serviceable steel only), staple guns and staples.**
- Inmate assistance for range set up and target maintenance is available on a limited basis and is not guaranteed.**
- Nighttime use of the Range facilities is available on a limited basis and must be approved by the Sheriff's Range Master or Range Safety Officer.**

SCHEDULE B

COST SCHEDULE 2014-17

Charges for Range Use

FACILITY	HALF DAY (UP TO FOUR HOURS/DAY)	FULL DAY (MORE THAN FOUR HOURS/DAY)
Range	\$160	\$320
Mat Room	\$160	\$320
RAC House/Simmunition House	\$160	\$320
Gas House	\$160	\$320
Live Fire House	\$483	
Classroom	\$160	

EXHIBIT A

NOTICE

RANGE SAFETY ADVISORY

THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until instructed to report to the firing line and given commands for the course of fire.
2. All shooters must wear proper ear and eye protection as approved by the Range Safety Officer.
3. Weapons are to be loaded or down loaded at the firing line or as otherwise instructed by the Range Safety Officer.
4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.
5. After completing your course of fire, weapons are to be re-holstered upon leaving the firing line.
6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.
7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.
8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future range privileges to the violator and/or the agency or organization the violator represents.

IF THERE ARE ANY QUESTIONS, PLEASE CONSULT THE RANGE SAFETY OFFICER OR RANGE MASTER

EXHIBIT B**San Bernardino Sheriff's Department
Live Fire House (LFH) Regulations and Safety Rules**

1. Approval for use of the LFH must be made by the Range Safety Officer or the Range Master; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the LFH; all training, presentation, or demonstrations, whether live fire or not, will be under the direct supervision of an instructor; the primary instructor will ensure that all participants involved in live fire training are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course", as offered by either San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Range Master); the primary instructor will ensure that all participants involved in LFH training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the LFH; all loading and unloading of weapons will be under the direct supervision of a firearms instructor; the primary instructor will ensure that the following safety equipment is on-hand prior to "Live Firearms Training", these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged, and the approach gate to the LFH remains clear of obstruction at all times.
2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, eye and hearing protection must be worn by everyone who enters the LFH; prior to live fire exercises, all rooms will be checked to ensure that no personnel are present; firearm instructors will ensure that targets are placed so that, when engaged, rounds will hit the proper backstop and rounds will not exit the building; authorized/approved frangible ammunition shall only be used, if your ammunition is not on the approved list a test must be conducted by the Range Safety Officer to verify that the ammunition is appropriate for the facility; no metal targets will be allowed; instructors shall review all targets and angles of deflections before beginning live fire; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, shooter shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, repeat "Cease Fire" and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the LFH at all times, failure to comply with these safety rules is just cause for removal from the LFH facility; instructors shall ensure that no shots impact any containment wall closer than 18" from its upper edge; instructors shall monitor students to ensure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.
3. The red range flag must be posted prior to use; at the conclusion of the training session the building shall be checked for damage, fire and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.
4. The entrance gates to the LFH will be closed during all live fire exercises, with entry being approved only by the primary safety officer; no unauthorized persons shall be present in or around the LFH without checking in with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Safety Officer or Range Master; a post operation inspection of the LFH facility will be made by the primary instructor to insure the following: all weapons, ammunition, diversionary devices, body armor, and other equipment used during the training period are accounted for, that brass has been collected and that all other debris within the LFH has been removed, that no student(s) has sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the LFH.
5. All agencies seeking to use the LFH must have a current contract with the County of San Bernardino for such use, and insurance document, on file; curriculum of exercises that are to be conducted in the LFH must be submitted in advance to the Range Safety Officer for his/her approval; specific safety policies and procedures of the San Bernardino County Sheriff's Department must be followed at all times; firearms shall not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; and no chemical agents may be used in the LFH.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 14-46 WITH THE SAN BERNARDINO COUNTY DEPARTMENT OF AGING AND ADULT SERVICES TO PROVIDE A SENIOR CITIZEN NUTRITION PROGRAM	DATE: June 16, 2014 SECTION: AGREEMENTS ITEM NO.: 9 FILE I.D.: HSV105 DEPT.: HUMAN SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 14-46 with the San Bernardino County Department of Aging and Adult Services to continue the Senior Citizen Nutrition Program.

A copy of proposed Agreement No. 14-46 is attached for the City Council's review and consideration.

BACKGROUND: The San Bernardino County Department of Aging and Adult Services has awarded the City a contract to continue the Senior Citizen Nutrition Program for older adults aged 60 and over. The Fiscal Year 2014-15 grant amount of \$89,149 would be used for part-time salaries, consultant fees, training, consumable supplies, and catering services needed to operate the program. The City of Montclair is contracted to serve 13,483 meals annually and provide 251 days of service.

The term of proposed Agreement No. 14-46 is July 1, 2014, through June 30, 2015.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 14-46, the grant in the amount of \$89,149 would be awarded to the City. These funds have been allocated to the City through Title III of the Older Americans Act.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 14-46 with the San Bernardino County Department of Aging and Adult Services to provide a Senior Citizen Nutrition Program.

Prepared by: <u>M. Richter</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>Christine Smedley</u>	Presented by: <u>[Signature]</u>



County of San Bernardino
F A S
STANDARD CONTRACT

FOR COUNTY USE ONLY

<input type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number			
<input checked="" type="checkbox"/> Change	CITYOFM731		OOA		13-547 A-2			
<input type="checkbox"/> Cancel								
ePro Vendor Number 00003363				ePro Contract Number 146519				
County Department		Dept.	Orgn.	Contractor's License No.				
Department of Aging and Adult Services		OOA	210					
County Department Contract Representative			Telephone	Total Contract Amount				
Gloria Perez			(909) 386-8145	\$175,353				
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
95200		July 1, 2013	June 30, 2015	\$86,204	\$89,149			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAF	OOA	210	300	3357		\$78,339		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
AAF	OOA	235	300	3357		\$10,810		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Elderly Nutrition Program			FY	Amount	I/D	FY	Amount	I/D
			14/15	\$89,149	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name
 City of Montclair
 Address
 5111 Benito Street
 Montclair, CA 91763
 Telephone (909) 626-8571
 Federal ID No. or Social Security No.

hereinafter called Contractor

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 13-547 as follows:

V. FISCAL PROVISIONS

Section V is amended to read as follows:

- A. The maximum amount of funds available for reimbursement or payment under this Contract shall not exceed \$175,353 of which \$168,332 may be federally funded, and shall be subject to available of funds to the County. The consideration to be paid to Contractor shall be payment in full for all

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Contractors services in the performance hereof, including travel and per diem (Attachment N). The amount is broken down as follows:

Original Contract	July 1, 2013 through June 30, 2014	\$86,204
Amendment No. 2	July 1, 2014 through June 30, 2015	\$89,149

B. Contractor shall be compensated on a fee-for-service based on the following rates, as specified in Scope of Work (Attachment A) and Program Budget (Attachment O):

2014/15 Congregate Site \$5.81 per meal, up to 13,483

Notwithstanding the fee-for-service amounts shown above, the total funds payable to Contractor by DAAS shall not exceed 1) the maximum amount shown in Paragraph A above, or 2) the total allowable costs reported by Contractor for services provided pursuant to this Contract.

C. Matching Contributions

1. In general, acceptable matching contributions are those that:
 - a. Are verifiable from the Contractor's records.
 - b. Are not included as contributions for other federally-assisted programs or projects.
 - c. Are necessary and reasonable for proper and efficient accomplishment of program objectives.
 - d. Are not paid by the Federal government under another award, except where authorized by Federal statute to be allowed for cost sharing or matching.
 - e. Are provided for in the approved budget when required.
 - f. Conform to other laws, regulations, and provisions of contract or agreements applicable to the program.
2. Contractor shall provide a minimum of \$8,703 in matching contributions for 2014-15, which is the amount of Federal Title III funds provided under the Contract multiplied by 11.11% (Attachments L and P).

D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into Contractor designated checking or other bank account. Contractor shall promptly comply with directions and accurately completed forms provided by County required to process EFT payments.

E. Costs for services under the terms of the Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

F. Funds made available under this contract shall not supplant any federal, state or other governmental funds intended for services of the same nature as this contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of County.

G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

H. Upon written demonstration of need by Contractor, at the option of County, up to 10% of Title III Federal funds may be advanced to Contractor upon approval of the Director of DAAS. Any such advanced funds shall cause the amounts payable by DAAS to Contractor in subsequent months to be reduced by an amount equal to the amount of funds advanced divided by the number of months remaining in the Contract period. No such advance shall increase the amount shown in Section V.A above.

I. Reports

1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data, and information requested by DAAS pertaining to the Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.

2. Contractor shall submit to County all reports required by County, to include but not limited to:

- a) Monthly Invoice
- b) Program Reports
- c) Monthly invoice (due to DAAS Administration by the 5th working day of the month following the month of service).

Above reports should be mailed to the following address:

DAAS Administration
Attention: Program Analyst
686 East Mill Street
San Bernardino, CA 92415-0640

d) When requested by County, Contractor agrees to work in conjunction with DAAS in developing and maintaining designated client database.

e) Annual Financial Reports

1) Final statement of expenditures and income for contract period ("Financial Closeout") within thirty days of the end of contract period, unless otherwise specified by County.

2) Equipment Inventory Report

Above financial reports should be mailed to the following address:

DAAS Administration
Attention: Fiscal Analyst
686 East Mill Street
San Bernardino, CA 92415-0640

J. Contractor shall return to DAAS, immediately upon written demand, any funds provided under the Contract which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Contract or the dissolution of the entity.

VI. RIGHT TO MONITOR AND AUDIT

Section VI is amended to read as follows:

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant approved by County, at Contractor's own expense, who shall prepare and file with County a program specific audit as defined by OMB Circular A-133, within 60 days of the termination of the Contract.

ATTACHMENT A – SCOPE OF WORK 2014 – 15 is added to this contract.

ATTACHMENT N – PAYMENT, BUDGETS, CLOSEOUTS, AND AUDIT LANGUAGE is added to this contract.

ATTACHMENT O – PROGRAM BUDGET from July 1, 2014 through June 30, 2015 is added to this contract.

ATTACHMENT P – MATCHING FUNDS NARRATIVE- July 1, 2014 through June 30, 2015 is added to this contract.

All other terms and conditions remain in full force and effect.

COUNTY OF SAN BERNARDINO

City of Montclair

(Print or type name of corporation, company, contractor, etc.)

▶ _____
Janice Rutherford, Chair, Board of Supervisors

By ▶ _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Paul M. Eaton
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title Mayor
(Print or Type)

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Dated: _____

By _____
Deputy

Address 5111 Benito Street
Montclair, CA 91763

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

▶ _____
Jacqueline Carey-Wilson
Deputy County Counsel

▶ _____
Regina Dalton, HS Contracts Unit

▶ _____
Ron Buttram, DAAS Director

Date _____

Date _____

Date _____

ATTACHMENT O

**COUNTY OF SAN BERNARDINO NUTRITION SERVICES
PROGRAM BUDGET**

Provider: City of Montclair

Period: 07/01/14-06/30/15 ORIG Amend

CONGREGATE SITES C-1

HOME DELIVERED MEALS C-2

Section I: Prepare this section based on annual estimated cost to serve the meals.

		A	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel	\$65,230	\$51,328	\$116,558
2	Staff Travel & Training			
3	Equipment			
4	Non-Inventory Equipment			
5	Consultants	\$2,232		\$2,232
6	Catered Food	\$65,000		\$65,000
7	Raw Food			
8	Other Expenses:			
	a. Consumable Supplies	\$5,400		\$5,400
	b. Insurance			
	c. Repair & Maintenance			
	d. Rent/Building Space			
	e. Utilities			
	f. Vehicle Operations	\$7,307		\$7,307
	g. Miscellaneous	\$3,767		\$3,767
9	Indirect Cost			
10	Nutrition Education	\$235		\$235
Total Expenditures (add lines 1-10)		\$149,171	\$51,328	\$200,499

Revenue Sources:			
State funds			
Federal Funds	\$78,339		\$78,339
NSIP	\$10,810		\$10,810
State Special Nutrition Funds			
County funds			
Program Income	\$25,208		\$25,208
Deferred Income			
Matching Cash	\$34,814		\$34,814
Matching In-Kind	\$51,328		\$51,328
Non-Match Cash			
Non-Match In-Kind			
Total Revenue	\$200,499		\$200,499

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

D	E	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget
13,483	\$5.81	\$78,339

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3030 AUTHORIZING APPROVAL OF THE CHANGE IN POPULATION IN SAN BERNARDINO COUNTY DURING 2013 FOR THE PURPOSE OF CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2014-15	DATE: June 16, 2014
	SECTION: RESOLUTIONS
	ITEM NO.: 1
	FILE I.D.: FIN225
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 14-3030 pursuant to Government Code Section 7901 requiring each city to annually adopt a resolution selecting the change in population factor for purposes of calculating the Gann Spending Limit.

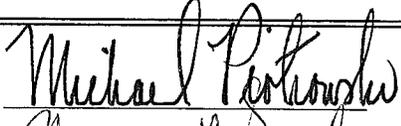
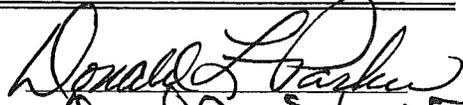
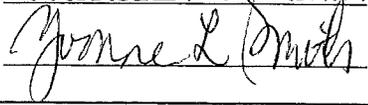
A copy of proposed Resolution No. 14-3030 is attached for the City Council's review and consideration.

BACKGROUND: The passage of Proposition 111 in June 1990 requires cities to annually select a change-in-population factor for the purpose of calculating the Gann Spending Limit. For this purpose, Government Code Section 7901 permits cities to select either the change in population within their jurisdictions or within the county in which they are located. This selection must be done by a recorded vote of the governing body of each city.

The change in population in the City of Montclair during 2013 was 0.54 percent compared to a 0.78 percent change for San Bernardino County. Because it is in the City's best interest to establish the highest possible Gann Spending Limit, staff suggests the City Council choose the percentage change in population in San Bernardino County during 2013 as the change-in-population factor to be used in calculating the limit.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council adopt proposed Resolution No. 14-3030 authorizing approval of the change in population in San Bernardino County during 2013 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2014-15.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3030 authorizing approval of the change in population in San Bernardino County during 2013 for the purpose of calculating the Gann Spending Limit for Fiscal Year 2014-15.

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

RESOLUTION NO. 14-3030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING APPROVAL OF THE CHANGE IN POPULATION IN SAN BERNARDINO COUNTY DURING 2013 FOR THE PURPOSE OF CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2014-15

WHEREAS, California Government Code Section 7901 requires a city to calculate its Gann Spending Limit by choosing either the change in population within its jurisdiction or the change in population within the county in which it is located; and

WHEREAS, the selection of the change in population must be accomplished by a recorded vote of the governing body; and

WHEREAS, the change in population in the City of Montclair during 2013 was 0.54 percent compared to a 0.78 percent change in population in San Bernardino County; and

WHEREAS, it is in the City's best interest to establish the highest possible Gann Spending Limit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby approves the change in population in San Bernardino County during 2013 as its change-in-population factor to be used in calculating the Gann Spending Limit for Fiscal Year 2014-15.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3030 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3031 AUTHORIZING THE CHANGE IN CALIFORNIA PER CAPITA PERSONAL INCOME AS THE COST-OF-LIVING FACTOR FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2013-14 AND ADOPTION OF THE PERCENTAGE CHANGE IN CALIFORNIA PER CAPITA PERSONAL INCOME DURING CALENDAR YEAR 2013 AS THE CHANGE IN THE COST-OF-LIVING FACTOR FOR FISCAL YEAR 2013-14 FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2014-15	DATE: June 16, 2014
	SECTION: RESOLUTIONS
	ITEM NO.: 2
	FILE I.D.: FIN225
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 14-3031 pursuant to Article 13-B of the California Constitution, requiring each city to annually adopt a resolution selecting a change in the cost-of-living factor for purposes of calculating the Gann Spending Limit.

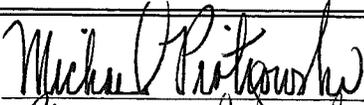
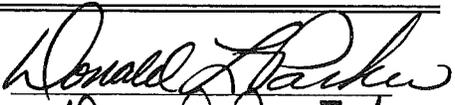
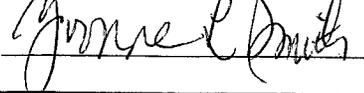
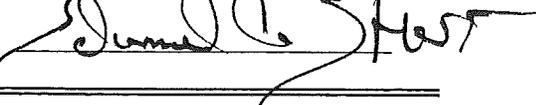
A copy of proposed Resolution No. 14-3031 is attached for the City Council's review and consideration.

BACKGROUND: Upon the passage of Proposition 111 in June 1990, Article 13-B of the California Constitution was amended requiring cities to select one of the following as the change in the cost-of-living factor to be used in calculating the Gann Spending Limit.

1. The percentage change in California per capita personal income from the preceding year.
2. The percentage change in the local assessment roll attributable to nonresidential new construction.

Gann Spending Limit - Fiscal Year 2013-14. The Gann Spending Limit for Fiscal Year 2013-14 was adopted last June on a provisional basis. This action was taken because San Bernardino County was unable to provide staff with the information necessary to calculate the limit based upon the change in the local assessment roll attributable to nonresidential new construction. Therefore, the limit was based upon the percentage change in California per capita personal income which was 5.12 percent.

Gann Spending Limit - Fiscal Year 2014-15. Since the County is not be able to provide current assessment roll information until well into next fiscal year; and because the limit must be adopted prior to June 30, 2014, staff suggests the Council adopt the percentage change in California per capita personal income during Calendar Year 2013 as the change

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

in the cost-of-living factor for Fiscal Year 2013-14, which will be used in calculating the Gann Spending Limit for Fiscal Year 2014-15.

The City Council's adoption of the change in the cost-of-living factors suggested above would result in a Gann Spending Limit of \$323,299,706 for Fiscal Year 2014-15. The City Council will consider adoption of proposed Resolution No. 14-3032 adopting the Gann Spending Limit in the agenda item to follow.

FISCAL IMPACT: There would be no fiscal impact to the City's General Fund should the City Council adopt proposed Resolution No. 14-3031.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3031 authorizing the change in per capita personal income as the cost-of-living factor for use in calculating the Gann Spending Limit for Fiscal Year 2013-14 and adoption of the percentage change in California per capita personal income change during Calendar Year 2013 as the change in the cost-of-living factor for Fiscal Year 2013-14 change for use in calculating the Gann Spending Limit for Fiscal Year 2014-15.

RESOLUTION NO. 14-3031

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AUTHORIZING THE CHANGE IN CALIFORNIA PER CAPITA PERSONAL INCOME AS THE COST-OF-LIVING FACTOR FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2013-14 AND ADOPTION OF THE PERCENTAGE CHANGE IN CALIFORNIA PER CAPITA PERSONAL INCOME DURING CALENDAR YEAR 2013 AS THE CHANGE IN THE COST-OF-LIVING FACTOR FOR FISCAL YEAR 2013-14 FOR USE IN CALCULATING THE GANN SPENDING LIMIT FOR FISCAL YEAR 2014-15

WHEREAS, Article 13-B of the California Constitution requires a city to calculate its Gann Spending Limit by choosing a change in cost-of-living factor based on either (1) the percentage change in California per capita personal income from the preceding year; or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction attributable to the addition of nonresidential new construction; and

WHEREAS, the selection of the change in cost-of-living factor must be accomplished annually by a recorded vote of the governing body; and

WHEREAS, the change in the cost-of-living factor used as a basis for calculating the existing Gann Spending Limit was adopted by the City Council on a provisional basis; and

WHEREAS, the County of San Bernardino is currently unable to provide the City with information necessary to determine the change in the local assessment roll attributable to the addition of nonresidential new construction for Fiscal Year 2013-14; and

WHEREAS, the Gann Spending Limit is subject to audit and, in accordance with Article 13-B of the California Constitution, must be established prior to the beginning of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby approves the percentage change in California per capita personal income during Calendar Year 2013 as the change in the cost-of-living factor for Fiscal Year 2013-14 for use in calculating the Gann Spending Limit for Fiscal Year 2014-15.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3031 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council, held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3032 ESTABLISHING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2014-15 PURSUANT TO ARTICLE 13-B OF THE CALIFORNIA CONSTITUTION AND SECTION 7910 OF THE GOVERNMENT CODE	DATE: June 16, 2014 SECTION: RESOLUTIONS ITEM NO.: 3 FILE I.D.: FIN225 DEPT.: ADMIN. SVCS
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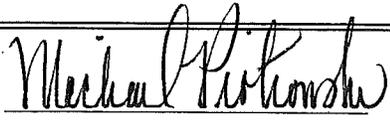
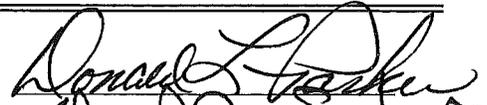
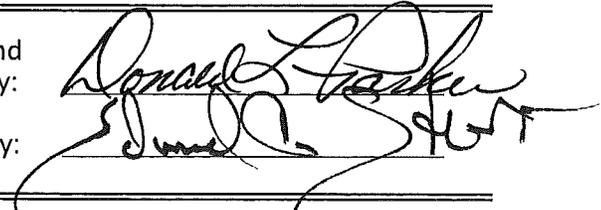
REASON FOR CONSIDERATION: The City Council is requested to consider adoption of Resolution No. 14-3032 establishing an appropriations limit for Fiscal Year 2014-15.

BACKGROUND: Government Code Section 7910 requires a city council to establish, by resolution, the city's appropriations limit (Gann Spending Limit) for the following fiscal year pursuant to Article 13-B of the California Constitution. The limit, which restricts the amount of tax revenues spent during the year, is based upon the limit for the preceding year, as adjusted for changes in population and cost of living.

The passage of Proposition 111 in June 1990 requires each city to choose either the percentage change in population within its jurisdiction as its change-in-population factor, or the percentage change in population within the county in which it is located. Cities must also now select either the percentage change in California's per capita personal income or the percentage change in the local assessment roll attributable to nonresidential new construction as its change in cost-of-living factor.

Earlier this evening, the City Council adopted Resolution No. 14-3030 approving the change in population in the San Bernardino County during 2013 as the change-in-population factor to be used in calculating the Fiscal Year 2014-15 appropriations limit. The City Council also adopted Resolution No. 14-3031 selecting the change in California per capita personal income during 2013 as the change in cost-of-living factor for Fiscal Year 2013-14 for use in calculating the appropriations limit for Fiscal Year 2014-15. The Council was requested to consider selecting the change in California per capita personal income because the appropriations limit must be adopted prior to the beginning of the fiscal year and information necessary for selecting the change in the local assessment roll attributable to nonresidential new construction for Fiscal Year 2013-14 is currently unavailable.

The change in population within San Bernardino County during 2013 was 0.78 percent. The change in California per capita personal income during 2013 was -0.23 percent. Based on these adjustment factors, the City's appropriations limit for Fiscal Year 2014-15 is \$323,299,706 as established by proposed Resolution No. 14-3032.

Prepared by: 	Reviewed and Approved by:	
Proofed by: 	Presented by:	

FISCAL IMPACT: The City would be authorized to spend all tax revenues received up to \$323,299,706 should the City Council adopt proposed Resolution No. 14-3032.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3032 establishing an appropriations limit for Fiscal Year 2014-15 pursuant to Article 13-B of the California Constitution and Section 7910 of the Government Code.

RESOLUTION NO. 14-3032

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ESTABLISHING
AN APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2014-15 PURSUANT TO ARTICLE 13-B
OF THE CALIFORNIA CONSTITUTION AND
SECTION 7910 OF THE GOVERNMENT CODE**

WHEREAS, Article 13-B of the California Constitution limits the appropriations budget of a local government, which is financed by taxes to the appropriations limit (Gann Spending Limit) of the prior fiscal year as adjusted by the change in population and the change in cost of living; and

WHEREAS, Government Code Section 7910 requires that the governing body of each local jurisdiction shall, by resolution, annually establish its appropriations limit for the following fiscal year pursuant to Article 13-B of the California Constitution; and

WHEREAS, at a meeting held on June 16, 2014, the City Council selected the change in cost of living and change in population factors to be used in determining the appropriations limit for Fiscal Year 2014-15; and

WHEREAS, the City of Montclair has determined that said appropriations limit for Fiscal Year 2014-15 is \$323,299,706, and documentation supporting calculation of the limit is available to the public as required by Government Code Section 7910.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair hereby establishes an appropriations limit in the amount of \$323,299,706 for Fiscal Year 2014-15 pursuant to Article 13-B of the Constitution of the State of California and Government Code Section 7910.

BE IT FURTHER RESOLVED that said appropriations limit herein established may be changed as deemed necessary by Resolution of the City Council.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3032 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3034 CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

DATE: June 16, 2014
SECTION: RESOLUTIONS
ITEM NO.: 4
FILE I.D.: CCK140
DEPT.: ADMIN. SERVICES

CONSIDER ADOPTION OF RESOLUTION NO. 14-3035 ADOPTING THE REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014

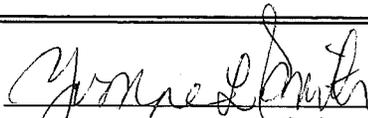
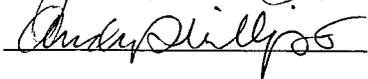
CONSIDER ADOPTION OF RESOLUTION NO. 14-3036 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

REASON FOR CONSIDERATION: Provisions of the laws related to general law cities in the State of California require the governing body to call and give notice of a General Municipal Election and to adopt regulations for Candidate Statements. In addition, pursuant to the requirements of Section 10403 of the Elections Code, it is also necessary for the governing body to request the County Board of Supervisors to consolidate a General Municipal Election with the Statewide General Election and to authorize payment to the County for services rendered related to consolidation of this election.

Copies of proposed Resolution Nos. 14-3034, 14-3035, and 14-3036 are attached for the City Council's review and consideration.

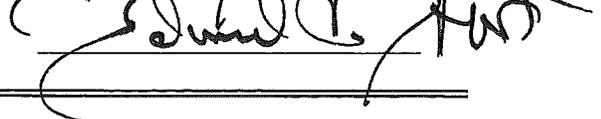
BACKGROUND: Proposed Resolution No. 14-3034 formally calls for the General Municipal Election to be held on Tuesday, November 4, 2014, for the election of a Mayor and two Members of the City Council. The Mayoral seat now held by Paul M. Eaton and City Council seats now held by Leonard Paulitz and Bill Ruh are the seats to be filled at this election.

Prepared by:

Reviewed and
Approved by:

Presented by:

Proposed Resolution No. 14-3035 provides that each candidate may prepare a Candidate Statement of 200 words or fewer for inclusion in the Sample Ballot. The Statement shall be filed with the candidate's Nomination Papers and may be withdrawn, but not changed, during the filing period and until 5:00 p.m. of the next working day after the close of the filing period. The cost of the Statement is estimated to be \$380. The amount covers the cost of printing the Statement in the Sample Ballot and includes the cost of the Statement being translated into Spanish as required by the Voting Rights Act of 1965, as amended.

Proposed Resolution No. 14-3036 is requesting the Board of Supervisors of the County of San Bernardino consent and agree to consolidation of a General Municipal Election with the Statewide General Election to be held on Tuesday, November 4, 2014.

FISCAL IMPACT: The San Bernardino County Registrar of Voters estimates the cost for election services to not exceed \$20,200.

RECOMMENDATION: Staff recommends the City Council adopt the following Resolutions:

1. Resolution No. 14-3034 calling and giving notice of the holding of a General Municipal Election to be held on Tuesday, November 4, 2014, for the election of certain officers as required by the provision of the laws of the State of California related to General Law cities.
2. Resolution No. 14-3035 adopting regulations for candidates for elective office pertaining to Candidate Statements submitted to the voters at the election to be held on Tuesday, November 4, 2014.
3. Resolution No. 14-3036 requesting the Board of Supervisors of the County of San Bernardino to consolidate a General Municipal Election to be held on Tuesday, November 4, 2014, with the Statewide General Election to be held on the date pursuant to Section 10403 of the California Elections Code.

RESOLUTION NO. 14-3034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATED TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws related to General Law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 4, 2014, for the election of Municipal Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. That pursuant to the requirements of the laws of the State of California related to General Law cities, there is called and ordered to be held in the City of Montclair, California, on Tuesday, November 4, 2014, a General Municipal Election for the purpose of electing a Mayor for the full term of four years and two Members of the City Council for full terms of four years each.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the Deputy City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots; notices; printed matter; and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same date when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the Deputy City Clerk is authorized, instructed, and directed to give further or additional notice of the election in time, form, and manner as required by law.

Section 7. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3034 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

RESOLUTION NO. 14-3035

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR, CALIFORNIA,
ADOPTING REGULATIONS FOR CANDIDATES
FOR ELECTIVE OFFICE PERTAINING TO
CANDIDATE STATEMENTS SUBMITTED TO
THE VOTERS AT AN ELECTION TO BE HELD
ON TUESDAY, NOVEMBER 4, 2014**

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election including cost of the Candidate Statement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. GENERAL PROVISIONS. That pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Montclair on Tuesday, November 4, 2014, may prepare a Candidate Statement on an appropriate form provided by the Deputy City Clerk. The Statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The Statement shall not include party affiliation of the candidate nor membership or activity in partisan political organizations. The Statement shall be filed in the Office of the Deputy City Clerk at the time the candidate's Nomination Papers are filed. The Statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

Section. FOREIGN LANGUAGE POLICY.

A. Pursuant to State law, the Candidate Statement must be translated and printed in Spanish at the candidate's request.

B. Pursuant to the Voting Rights Act, the City is required to translate Candidate Statements into Spanish.

C. The Deputy City Clerk shall have all Candidate Statements translated into Spanish.

Section. PAYMENT.

A. The candidate shall be required to pay for the cost of printing the Candidates Statement in English.

B. The candidate shall be required to pay for the cost of translating the Candidate Statement into Spanish pursuant to State and/or Federal law.

C. The candidate shall be required to pay for the cost of printing the Candidate Statement in Spanish.

D. The San Bernardino County Registrar of Voters Office has estimated the total cost of printing, handling, translating, and mailing of Candidate Statements filed pursuant to the Elections Code to be \$380 per City of Montclair candidate including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended). The Deputy City Clerk shall require each candidate filing a Statement to pay in advance the amount of \$380 for his or her estimated pro rata share as a condition of having his or her Statement included in the Voter's Pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Deputy City Clerk is not bound by the estimate and shall bill each candidate for any cost in excess of the deposit or shall refund within 30 days after the election any unused portion of the deposit.

Section 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

Section 5. That the Deputy City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nomination papers are issued.

Section 6. That all previous Resolutions establishing Council policy payment for Candidate Statements are repealed.

Section 7. That this Resolution shall apply only to the election to be held on Tuesday, November 4, 2014, and shall then be repealed.

Section 8. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2014.

ATTEST:

Mayor

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3035 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

RESOLUTION NO. 14-3036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 4, 2014, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Montclair, California, called a General Municipal Election to be held on Tuesday, November 6, 2012, for the purpose of the election of a Mayor and two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Presidential General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same and that the San Bernardino County Registrar of Voters Office canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair, California, does hereby declare, determine, and order as follows:

Section 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of San Bernardino is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Presidential General Election to be held on Tuesday, November 6 2012, for the purpose of the election of a Mayor and two Members of the City Council.

Section 2. That the San Bernardino County Registrar of Voters Office is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Montclair recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

Section 5. That the Deputy City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters Office of the County of San Bernardino.

Section 6. That the Deputy City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3036 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

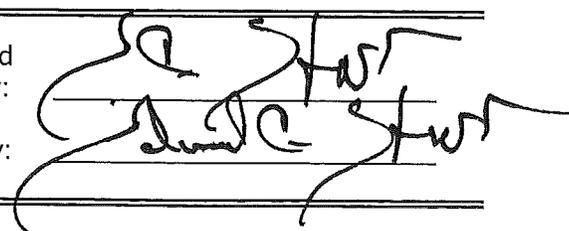
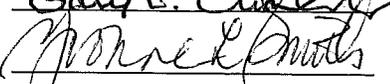
SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3037 DETERMINING THE STATUS OF LOCAL SAFETY EMPLOYEE KENNETH ROLAND POLLICH	DATE: June 16, 2014 SECTION: RESOLUTIONS ITEM NO.: 5 FILE I.D.: PER600 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: In accordance with Government Code Sections 21154 and 21156, the City Council determines if a safety employee is disabled either physically or cognitively; and if such disability is industrial. When a safety member is determined to be disabled and unable to perform the duties of his/her position, the California Public Employees' Retirement System (CalPERS) requires adoption of a resolution that terminates the local safety employee's employment for that reason.

BACKGROUND: Kenneth Roland Pollich was hired as a Police Officer Trainee on April 4, 1994, and was appointed to a regular Police Officer position on August 19, 1994. He was promoted to Police Sergeant on March 20, 2006, and he remained in this position throughout his career with the Montclair Police Department. Mr. Pollich sustained a work-related injury in August 2012 and was placed off work by his physician in January 2013. He remained off work as a result of this injury up until his resignation, which was effective March 31, 2014.

Following is a summary of Mr. Pollich's reported work-related injuries:

<i>Date of Injury</i>	<i>Description of Injury</i>
4.25.94	Employee sustained an injury to his left knee when he was participating in a training activity while in the Police Academy. This claim has been closed.
5.22.98	Employee sustained an injury to his right wrist while jumping over a wall in pursuit of a suspect. This claim has been closed.
3.1.02	Employee developed pain in his right forearm resulting from repetitive use of the motorcycle's break and throttle during his traffic enforcement duties. This claim has been closed.
12.23.10	Employee developed pain in his left shoulder after participating in a training class activity. This claim has been closed and the future medical care he was provided has been resolved through the Compromise & Release agreement.

Prepared by: 	Reviewed and Approved by:	
Proofed by: 	Presented by:	

- 8.22.12 Employee sustained an injury to his right shoulder while in pursuit of a suspect. This claim has been resolved through the Compromise & Release agreement.
- 1.4.13 Employee filed a continuous trauma injury to multiple body parts as a result of the duties he performed as a Police Officer and Police Sergeant. This claim has been resolved through the Compromise & Release agreement.

CLAIM HISTORY: On August 22, 2012, Kenneth Pollich sustained an injury to his right shoulder while in pursuit of a suspect. Initially, he was returned to work on a modified-duty status, and one week later he was returned to full duty without restrictions. On January 4, 2013, Mr. Pollich complained of increased pain in his right shoulder and elected to seek medical treatment. At that time, the physician placed him off work until further testing and evaluations could be completed to determine the status of his injury. Mr. Pollich remained off work as "temporarily totally disabled" and in July 2013 he filed a Workers' Compensation claim for a continuous trauma injury to multiple body parts resulting from the performance of his duties as a Police Officer and Police Sergeant. In September 2013, he retained an attorney to represent him on his Workers' Compensation claims; and in October 2013, he applied for a service retirement pending an industrial disability retirement (IDR) with the California Public Employees Retirement System (CalPERS).

In December 2013, Mr. Pollich's treating physician issued a permanent and stationary report which indicated that his right shoulder injury resulted in a 6 percent whole person impairment/permanent disability. The physician indicated that Mr. Pollich's condition would require work restrictions which include no lifting of more than ten pounds, no overhead activity above the shoulder, and that he must take breaks as necessary from repetitive reaching and grasping. The physician also noted that Mr. Pollich has been unable to return to his usual customary occupation as a Police Sergeant.

On May 22, 2014, all of Mr. Pollich's Workers' Compensation claims were settled through a Compromise & Release agreement.

FISCAL IMPACT: CalPERS requires employers to make "advanced disability pension payments" (ADPP) to safety members who have qualified for benefits under Labor Code Section 4850 and have submitted an application for industrial disability retirement. The employer is required to pay the ADPP to the member until the member begins receiving his/her retirement benefits directly from CalPERS or until the application for disability retirement is denied. Once the employee's disability retirement benefits commence, CalPERS will reimburse the employer for the payments made.

Mr. Pollich is not eligible for the advanced disability pension payments pursuant to CalPERS regulations because he applied for a service retirement pending an industrial disability retirement.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3037 determining the status of local safety employee Kenneth Roland Pollich.

RESOLUTION NO. 14-3037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR DETERMINING THE DISABILITY FOR RETIREMENT PURPOSES OF A LOCAL SAFETY MEMBER (CALIFORNIA GOVERNMENT CODE SECTION 21156)

WHEREAS, the City of Montclair is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency, in employment in which he/she is classified as a local safety member, is disabled for purposes of the Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law; and

WHEREAS, an application for service retirement pending an industrial disability retirement of Kenneth Roland Pollich employed by the Montclair Police Department in the position of Police Sergeant has been filed with CalPERS; and

WHEREAS, the City Council of the City of Montclair has reviewed the medical and other evidence relevant to such alleged disability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine that Kenneth Roland Pollich is incapacitated within the meaning of the Public Employees' Retirement Law for performance of his duties in the position of Police Sergeant; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that Kenneth Roland Pollich is incapacitated for performance of the usual duties of the position for other California Public Agencies in CalPERS; and

BE IT FURTHER RESOLVED that the City Council does hereby find and determine that such disability is a result of injury or disease arising out of and in the course of employment; and

BE IT FURTHER RESOLVED that neither Kenneth Roland Pollich nor the City of Montclair has applied to the Workers' Compensation Appeals Board for a determination pursuant to Section 21166 as to whether such disability is industrial; and

BE IT FURTHER RESOLVED that Kenneth Roland Pollich resigned from the position of Police Sergeant with the City of Montclair effective March 31, 2014, with his last day on pay status as of April 20, 2014; and

BE IT FURTHER RESOLVED that Advanced Disability Pension Payments (ADPP) will not be made since Kenneth Roland Pollich applied for a service retirement pending and industrial disability retirement determination; and

BE IT FURTHER RESOLVED that the member's primary disabling condition is physical.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3037 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 14-3038 ADOPTING THE CITY OF MONTCLAIR FISCAL YEAR 2014-15 ANNUAL BUDGET

DATE: June 16, 2014

SECTION: RESOLUTIONS

ITEM NO.: 6

FILE I.D.: FIN240

DEPT.: CITY MGR.

REASON FOR CONSIDERATION: Pursuant to state law, the governing body of a local government agency is required to annually adopt an Operating Budget. The City Council is requested to consider adoption of Resolution No. 14-3038 formally adopting the City of Montclair Fiscal Year 2014-15 Annual Budget.

A copy of proposed Resolution No. 14-3038 is attached for the City Council's review and consideration.

BACKGROUND: The City Council reviewed the Fiscal Year 2014-15 Preliminary Budget on June 11, 2014, at an adjourned joint meeting.

In addition to providing a formal means to adopt the Annual Budget, proposed Resolution No. 14-3038 includes the following fiscal-control provisions:

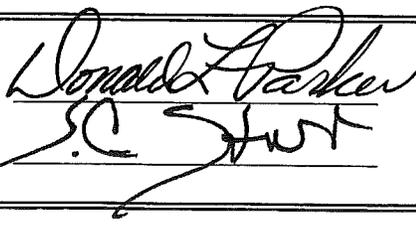
- The automatic reappropriation of funds into the Fiscal Year 2014-15 Budget to finance outstanding encumbrances as of June 30, 2014.
- The automatic reappropriation of funds into the Fiscal Year 2014-15 Budget to finance capital improvement projects and grants that were not completed during Fiscal Year 2013-14.

The City Council's adoption of proposed Resolution No. 14-3038 would provide for a total Estimated Revenue Budget, including transfers-in, of \$36,026,199, and a total Appropriations Budget, including transfers-out, of \$34,893,855. The General Fund has estimated revenues/transfers-in of \$25,167,950 and appropriation budget/transfers-out of \$24,645,136, leaving a surplus of \$522,814.

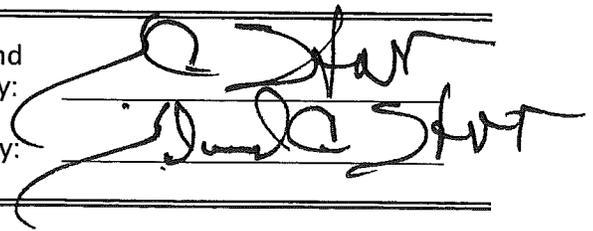
FISCAL IMPACT: It is estimated the Fiscal Year 2014-15 Preliminary Budget would provide for an overall increase in total unreserved fund balances/retained earnings of \$1,132,344 when considering all funds and operations of the City.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 14-3038 adopting the City of Montclair Fiscal Year 2014-15 Annual Budget.

Prepared by:



Reviewed and Approved by:



Proofed by:

Presented by:

RESOLUTION NO. 14-3038

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ADOPTING
THE FISCAL YEAR 2014-15 BUDGET**

WHEREAS, the City Manager submitted to the City Council of the City of Montclair the proposed budget for Fiscal Year 2014-15 including all proposed expenditures, estimated revenues, and estimated fund balances; and

WHEREAS, a copy of the proposed budget is on file in the City Clerk's office for inspection by the public; and

WHEREAS, the City Council duly reviewed the proposed budget at a meeting open to the public on June 11, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby adopt the proposed budget as the Annual Budget for Fiscal Year 2014-15.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into Fiscal Year 2014-15 for all outstanding purchase orders and unexecuted contracts as of June 30, 2014, for which a valid appropriation exists.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into Fiscal Year 2014-15 for all capital improvement projects included in the adopted budget that have not been completed as of June 30, 2014.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into Fiscal Year 2014-15 for all grants included in the adopted budget that have not been completed as of June 30, 2014.

BE IT FURTHER RESOLVED that department heads and their designees are authorized to transfer funds between object codes within the Services and Supplies Budget provided the funding source remains the same.

BE IT FURTHER RESOLVED that except for personnel cost-of-living adjustments, which are governed by approved Memorandums of Understanding and Agreements, all expenditures from the Contingency Reserve Fund must be expressly authorized by the City Council.

APPROVED AND ADOPTED this XX day of XX, 2014.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 14-3038 was duly adopted by the City Council of said city and was approved by the Mayor of said City at a regular meeting of said City Council, held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' ADOPTION OF RESOLUTION NO. 14-03 ADOPTING THE MONTCLAIR HOUSING CORPORATION FISCAL YEAR 2014-15 ANNUAL BUDGET

DATE: June 16, 2014
SECTION: RESOLUTIONS
ITEM NO.: 7
FILE I.D.: FIN220
DEPT.: MHC

REASON FOR CONSIDERATION: Pursuant to state law, the governing body of a local government agency is required to annually adopt an Operating Budget. The Montclair Housing Corporation Board of Directors is requested to consider adoption of Resolution No. 14-03 formally adopting the Montclair Housing Corporation Annual Budget for Fiscal Year 2014-15.

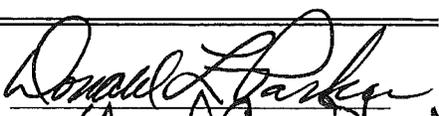
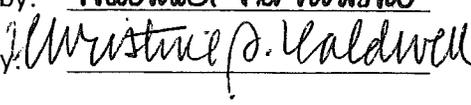
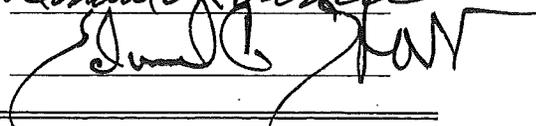
A copy of proposed Resolution No. 14-03 is attached for the Montclair Housing Corporation Board of Directors' review and consideration.

BACKGROUND: The Fiscal Year 2014-15 Preliminary Budget for the Montclair Housing Corporation was submitted to the respective Board of Directors on June 11, 2014.

The Montclair Housing Corporation Board of Directors is requested to approve the Annual Budget for the Montclair Housing Corporation. Expenses related to the Montclair Housing Corporation involve operation and maintenance of 31 properties. The Montclair Housing Corporation owns and manages 17 single-family homes and 80 multifamily units.

FISCAL IMPACT: It is estimated the Fiscal Year 2014-15 Montclair Housing Corporation Annual Budget would provide for a decrease in total balance of \$433,010 during Fiscal Year 2014-15.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors adopt Resolution No. 14-03 adopting the Montclair Housing Corporation Fiscal Year 2014-15 Annual Budget:

Prepared by:		Reviewed and Approved by:	
Proofed by:		Presented by:	

RESOLUTION NO. 14-03

A RESOLUTION OF THE MONTCLAIR HOUSING CORPORATION ADOPTING THE FISCAL YEAR 2014-15 BUDGET FOR THE MONTCLAIR HOUSING CORPORATION

WHEREAS, the President has submitted to the Board of Directors of the City of Montclair Housing Corporation the Preliminary Budget for Fiscal Year 2014-15 including all proposed expenditures, estimated revenues, and estimated fund balances; and

WHEREAS, a copy of the Preliminary Budget is on file in the Montclair Housing Corporation Secretary's office for inspection by the public; and

WHEREAS, the Montclair Housing Corporation has duly reviewed the Preliminary Budget at an adjourned joint meeting open to the public held on June 11, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Montclair Housing Corporation hereby adopts the Preliminary Budget as the Annual Budget for Fiscal Year 2014-15.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into the Fiscal Year 2015-16 Budget for all outstanding purchase orders and unexecuted contracts as of June 30, 2015, for which a valid appropriation exists.

BE IT FURTHER RESOLVED that funds are automatically reappropriated into the Fiscal Year 2015-16 Budget for all capital improvement projects included in the adopted Budget that have not been completed as of June 30, 2015.

APPROVED AND ADOPTED this XX day of XX, 2014.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Montclair Housing Corporation, DO HEREBY CERTIFY that Resolution No. 14-03 was duly adopted by the Montclair Housing Corporation Board of Directors at a regular meeting thereof, held on the XX day of XX, 2014, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Secretary

MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
JUNE 2, 2014, AT 7:45 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 7:45 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Ruh; Council Member Raft; and City
Manager Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
May 19, 2014.**

Moved by City Manager Starr, seconded by Mayor Pro Tem Ruh,
and carried unanimously to approve the minutes of the Personnel
Committee meeting of May 19, 2014.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

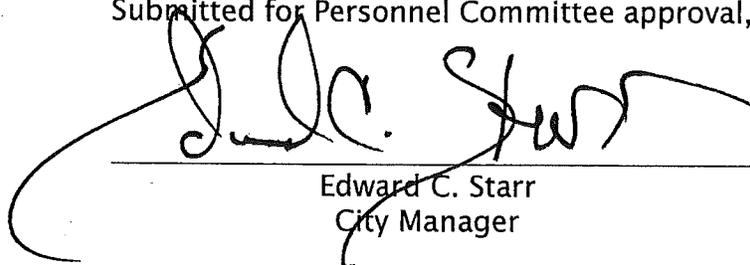
At 7:46 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 8:05 p.m., the Personnel Committee returned from Closed Session.
Mayor Pro Tem Ruh stated that no announcements would be made at
this time.

VI. ADJOURNMENT

At 8:05 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager